



Mohanlal Sukhadia University, Udaipur

**PRESCRIBED E - TENDER FOR SUPPLY OF LABORATORY CHEMICALS, GLASSWARE, PLASTICWARE
(EXCLUDING PERMANENT NATURE ARTICLES/ EQUIPMENT/ APPARATUS etc.)**

E-Tender No: F. MLSU/E-Tender/2024-25/130 Dt. 26-07-2024

Issue Date:

Last Date for Bid Submission:

Issued By:

**Comptroller
Mohanlal Sukhadia University, Udaipur (Rajasthan)
Email id: compt@mlsu.ac.in
Phone No: 0294-2470621**



PRESCRIBED E - TENDER FOR SUPPLY OF LABORATORY CHEMICALS, GLASSWARE, PLASTICWARE (EXCLUDING PERMANENT NATURE ARTICLES/ EQUIPMENT/ APPARATUS etc.) IN REFERENCE TO E-Tender NO. F. MLSU/E-Tender/2024-25/130 Dated:26-07-2024

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 accept 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) as amended from time to time by Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.

SET OF E - TENDER FORM CONTAINING THE FOLLOWING ENCLOSURES:

S.No.	Particular	Page No.
1	Notice Inviting Tender	3
2	Important Date	4
3	Eligibility Criteria	7
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5	Technical Bid Form	13-14
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Upload Technical bid and financial bid separately as per detail as given under special terms and conditions Technical and financial. Please retain one set for your record and upload one complete set duly filled and signed and stamped along with earnest money.

Enclosed: - as above

**Comptroller,
MLSU, Udaipur**



E -TENDER NOTICE

E-tenders under two bid cover system i.e technical and financial bids are invited on or before 13-08-2024 at 06:00 PM, from reputed firms experienced in **Supply Of Laboratory Chemicals, Glassware, Plastic ware etc..** Bidders can participate in the online bidding process by registering on website <http://eproc.rajasthan.gov.in> from 27-07-2024 at 02:00 pm. Details are also available on the university web site www.mlsu.ac.in

Item	Estimated cost in Rs.	EMD	Tender fee
Supply Of Laboratory Chemicals, Glassware, Plasticware Etc.	25.00 lacs	Rs 50,000/-	Tender fees Rs. 1000/- RISL processing Fee Rs. 500/-
NIB CODE: .		UBN NO:	

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Note:-

- (1) Bidder (authorized signatory) shall submit their offer on-line in electronic format both for technical and financial proposals. However, DD/NEFT/RTGS for tender fee, RISL processing fees and bid security should be submitted physically/Speed post at the office of the tendering authority as prescribed in the tender notice and a scanned copy of the same should also be uploaded along with technical bid cover.
- (2) In case any of the bidder fails to physically/Speed post submit the Demand Draft for Tender fee, bid security and RISL processing fee up to 12:00 pm on 13-08-2024 its bid shall not be accepted. The Demand Draft for bidding document fee and bid security should be drawn in favor of COMPTROLLER, MLSU, payable at Udaipur whereas the Demand Draft of Rs 500/- towards RISL processing fee should be drawn in favor of "Managing Director, RajComp Info services Ltd" payable at Jaipur from any scheduled commercial bank.
- (3) To participate in online bidding process, bidders must procure a Digital Signature Certificate (Type-III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can process the same from any CCA approved certifying Agency such as TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not to procure a new DSC. The Bidders must also register on <http://eproc.rajasthan.gov.in> (bidders already registered need not do so)
- (4) Bidders are advised to refer "Bidders Manual Kit" available at E-procurement Web site for further details of the e-tendering process
- (5) The procuring entity reserves the complete right to cancel the bid process and reject any part or all of the bids.
- (6) The provisions of RTPP Act, 2012 and RTPP Rules 2013 thereto shall be applicable for this procurement.

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M.L.S. University, Udaipur



IMPORTANT DATES FOR TENDER

S. No.	Events	Date and Time
1	Date of Issue of Notice Inviting Tender (NIT)	26-07-2024
2	Start Date & Time for downloading of Tender documents	27-07-2024 at 06:00 pm
3	Website for downloading Tender Documents	http://eproc.rajasthan.gov.in
4	Tender document submission start Date &Time	27-07-2024 at 06:00 pm
5	Last Date & Time of downloading of Tender	13.08.2024 at 06:00 pm
6	Pre Bid Meeting at Comptroller office MLSU	05.08.2024 at 02:00 pm
7	Last Date & Time for online submission of Tender	13.08.2024 at 6:00 pm
8	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee , EMD and tender documents (Hard copy) to Comptroller Office MLSU	14.08.2024 at 12.00 pm
9	Date & Time for online opening of Technical Bid	14.08.2024 at 02:00 pm
10	Date &Time for online opening of Financial Bid	To be announced after evaluation of technical bids

***** All the Corrigendum/Information Provide on website <http://eproc.rajasthan.gov.in> & University web site www.mlsu.ac.in.**

**COMPTROLLER
M.L.S. University, 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.	
Website & E-mail Address	
a. EMD bank Draft/Pay order payable at Udaipur(Cheque /FDR are not acceptable)	
b. Tender form fee	

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



E -TENDER NOTICE

E-tenders under two bid cover system i.e technical and financial bids are invited on or before 13-08-2024 at 6:00 PM, from reputed firms experienced in **Supply Of Laboratory Chemicals, Glassware, Plastic ware etc..** Bidders can participate in the online bidding process by registering on website <http://eproc.rajasthan.gov.in> from 27-07-2024 at 06:00 PM. Details are also available on the university web site www.mlsu.ac.in

Item	Estimated cost in Rs.	EMD	Tender fee
Supply Of Laboratory Chemicals, Glassware, Plastic ware Etc.	25.00 lacs	Rs 50,000/-	Tender fees Rs. 1000/- RISL processing Fee Rs. 500/-
NIB CODE:		UBN NO:	

COMPTROLLER

TENDER FEES DETAILS

TENDER FEES DETAILS	<p>1. If Bidder Submit Demand Draft: The Demand Draft for bidding document fee Rs. 1000/- and bid security Rs. 50,000/- should be drawn in favor of COMPTROLLER, MLSU, payable at Udaipur and the Demand Draft of Rs 500/- towards RISL processing fee should be drawn in favor of “Managing Director, RajComp Info services Ltd” payable at Jaipur.</p> <p>(2) If bidder use NEFT/RTGS option then he deposit bidding document fee bid security and RISL Fess in given the Bank Account details of Comptroller Mohanlal Sukhadia University, Udaipur Name of Account Holder: SUKHADIA UNIV. DEPOSIT A/C. Bank Name: ICICI Bank University Campus Udaipur Bank Account Type: Saving Account Bank Account No: 694201001326 IFSC code: ICIC0006942 MUST BE PAID BEFORE: 13-08-2024 AT 06:00 PM</p>
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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 enclose duly verified 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 not be entertained.
4. Quality Assurance Certificate (ISI/ISO) etc. from the accreditation agency.
5. Bidder must have PAN/TIN /GST Registration details. A copy of requisite documents to be attached.
6. SSI Certificate/Excise Certificate wherever applicable should be provided.



TERMS & CONDITIONS FOR SUPPLY OF LABORATORY CHEMICALS, GLASSWARES, PLASTICWARES (EXCLUDING PERMANENT NATURE ARTICLES/ EQUIPMENT/ APPARATUS, etc.) IN REFERENCE TO E- Tender NO. MLSU/E-TEN/2024-25/130 Dated: 26-07-2024

1. Tenders should be upload on prescribed tender form to the Comptroller, Mohanlal Sukhadia University, Udaipur and should upload upto 13-07-2024 at 6.00 pm and will be opened on 14-07-2024 at 02:00 pm. The tender estimate cost shall be Rs. 25.00 lacs.

A- TECHNICAL BID envelope upload with 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 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 along with 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 containing technical bid. If a quote or financial bid technical bid, the tender may be rejected. All technical bids without requisite EMD will be rejected.



B- **FINANCIAL BID in 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 envelopes TECHNICAL BID and FINACIAL BID. Place both envelopes of TECHNICAL BID and FINACIAL BID 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. Further, the discount offered by the bidder/authorized dealer should be supported by an authenticated document stating that they have not given the in to (discount by the company and the dealer) discount lower than that given to other govt. institute.
 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 outright. 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. When tenderers are informed of the acceptance of the tender than the approved contractor shall have to deposit immediately the Security Money at the rate of 5% of the total value of the quantity of articles mentioned in the tender.
13. 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.
14. The purchases will be made by the concerning Department of the University as per their budget provisions.
15. This contract will be valid up to one year however; it can be extended on mutual agreement.
16. 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.
17. Any Addition and deletion of authorized dealership/distributorship shall be intimated to the undersigned immediately on authorization of a new party.
18. 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.
19. In case the price list for the previous year 2023-24 is still valid for the entire period of rate contract period upto one year, a certificate to this effect may please be furnished duly signed by the authorized signatory.
20. The suppliers may dispatch all ordered goods in composite pack but they have to prepare bills according to our orders.
21. 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.
22. A certificate to be given by the tenderer that the price list supplied is the only one in circulation.
23. 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 %
24. If the delay in supply is caused due to transport strike or any natural calamity, the same will be considered sympathetically.
 25. 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.
 26. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Comptroller will be final.
 27. 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.
 28. 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.
 29. 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.
 30. 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.
 31. The Legal jurisdiction in the disputes, if any will only be Udaipur Courts.
 32. 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.
 33. Rates of only those items must be quoted which are exclusively used in laboratory.
 34. In case of rates being quoted as a price list, the bidders must indicate number of pages included in the referred price list.
 35. 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.
 36. 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.

37. 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.

38. 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.

39. Provision of Rajasthan Transparency in Public Procurement Act 2012 (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 :

Date :

SIGNATURE OF THE TENDERER

(With seal)



TECHNICAL-BID FORM

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) 2021-22, 2022-23 & 2023-24, (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 on non judicial stamp of Rs. 100/-		
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:



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

E-mail compt@mlsu.ac.in

FINANCIAL BID FORM WITH OFFERED DISCOUNT UPLD WITH BOQ PROVIDE PDF covers

To,
The Comptroller,
Mohanlal Sukhadia University,
UDAIPUR 313001(Rajasthan)

Subject: Tender for Supply of Laboratory Chemicals/ Glassware/ Plasticware for the year 2024-25. (Excluding permanent nature articles/equipment/ apparatus)

Ref. : Tender Notice No.

Sir,

In response to the above referred Tender Notice, we are submitting our Offer for Supply of Laboratory Chemicals/Glasswares/Plasticwares.

1. Name of Tenderer : _____
2. (a) Address of the Tenderer _____
(b) Phone No. _____ E. Mail address _____
- (c) Earnest Money DD/ No. : _____ Dated: _____ Amount _____
- (d) Tender fess DD/ No. : _____ Dated: _____ Amount _____
- (e) RISL fess DD/ No. : _____ Dated: _____ Amount _____

3. TENDER FORM FOR QUOTING THE DISCOUNT RATES FOR SUPPLY OF LABORATORY CHEMICALS/ GLASSWARE/PLASTICWARE FROM THE STANDARD MANUFACTURERS OR THEIR AUTHORIZED REPRESENTATIVE ALONG WITH 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	Price List details (reference and date along with period of validation)	Maximum Discount in % on the price list quoted by the principals/m anufactures	Presently applicable taxes GST

CHEMICALS

GLASSWARE

PLASTICWARE

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**



TECHNICAL DETAILS OF THE PRODUCTS ALONG WITH MAKE/BRAND OFFERED

CATEGORY: CHEMICALS

S. No.	Brand/Make	Authorization Certification No. & Date	Document enclosed (If any)

**(Signature and Seal)
TENDERER**

CATEGORY: GLASSWARE

S. No.	Brand/Make	Authorization Certification No. & Date	Document enclosed (If any)

**(Signature and Seal)
TENDERER**

CATEGORY: PLASTICWARE

S. No.	Brand/Make	Authorization Certification No. & Date	Document enclosed (If any)

(Signature and Seal)
TENDERER



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 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.



Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. it shall be without any change in the unit prices or other terms and conditions contract.

(ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensations except otherwise provided in the Condition of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance

supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

AGREEMENT

(To be executed on a non-judicial stamp of Rajasthan state @ Rs.1000)

An agreement made thisday of
between.....herein after
called as „the Supplier“), which expression shall, where the context so admits, be deemed to
include his heirs successors, executors and administrators of the one part and the *Comptroller
Mohanlal Sukhadia University, Udaipur (Rajasthan)* herein after called „the Procuring Entity'
which expression shall, where the context so admits, be deemed to include his successors in
office and assigns, of the other part.

WHEREAS the Procuring Entity invites Bids for certain Goods and Related Services , viz.
.....

and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for
the sum of (Amount in figures and words)
(Hereinafter „the Contract Price“).

NOW THIS AGREEMENT WITNESSTH ASFOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as a part
of this Agreement, viz.
 - (a) The Procuring Entity"s Notification to the Supplier of Award of Contract;
 - (b) The Bid Submission Sheet and the Price Schedule including negotiated price, if
any, submitted by the Supplier;
 - (c) The Special Conditions of the Contract;
 - (d) The General Conditions of Contract;
 - (e) The SCHEDULE OF Supply;
 - (f) Instructions to Bidders
 - (g) The Notice Inviting Bids

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

3. In consideration to the payments to be made by the Procuring Entity to the Supplier as

indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the Provisions of the contract at the times and in the manner prescribed by the Contract.

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

Witness 1

Signed by:

(for the Supplier)

Name

Designation.....

Address

.....

Signed by:

(for the Procuring Entity)

Name

Designation.....

Address

.....

Witness 2