



# MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

Phone no. – 0294-2470621 , Mail-Id:-compt@mlsu.ac.in

## PRESCRIBED TENDER FORM FOR PROCUREMENT OF EQUIPMENTS (NANO DROP SPECTROPHOTOMETER) ON THE TERMS AND CONDITIONS UNDER TENDER-CODE : MLSU/E-TEN/ 2017-18/

Note : - Online Tender two bid system (technical and financial) must be uploaded strictly in accordance with all the terms & conditions of the University, otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Bidders should read these conditions very carefully and comply strictly before submitting their tender. If a bidder has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents he should, before submitting the tender, refer these to the Comptroller and obtain clarification. The decision of the Comptroller regarding interpretation of the conditions and specification shall be final and binding on the bidders.

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**COMPTROLLER**

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



# MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

Phone no. – 0294-2470621 , Mail-Id:-[compt@mlsu.ac.in](mailto:compt@mlsu.ac.in)

No. MLSU/E-TENDER/2017-18/

Date: .....

## E-TENDER NOTICE

Online bids under two bid system i.e. technical and financial bids are invited on or before **13.12.2017 at 5:00 PM**, from reputed firms having experience in supply of Scientific Equipments. Bidders can participate in the online bidding process from 29.11.2017 at 3:00 pm after registering on website <http://eproc.rajasthan.gov.in>. Tender also available on the university web site [www.mlsu.ac.in](http://www.mlsu.ac.in)

S. No.	Description	Quantity	App.Cost (in Lacs)	EMD (Rs)	Tender fee (Rs.)
1	Electrochemical Workstation of Potentiostat	1	8.00 lacs	16,000/-	Rs. 500/-+500/- Processing Fee through DD only
2	Nano Drop Spectrometer	1	6.50 lacs	13,000/-	Rs. 500/-+500/- Processing Fee through DD only
3	Petrological Microscope	5	3.25 lac	6,500/-	Rs. 500/-+500/- Processing Fee through DD only
4	Resistivity Meter	1	4.00 lacs	8,000/-	Rs. 500/-+500/- Processing Fee through DD only

## COMPTRROLLER

### Note:-

1. Bidder (authorized signatory) shall submit their offer on-line in electronic format both for technical and financial proposals. However, DD for tender fee, RISL processing fees and bid security should be submitted physically 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 submit the Demand Draft for Tender fee, bid security and RISL processing fee up to **2:00 pm on 14.12.2017** its technical bid shall not be opened. The Demand Draft for bidding document fee and bid security should be drawn in favour of COMPTRROLLER, MLSU, payable at Udaipur where as the Demand Draft of Rs 500/- towards RISL processing fee should be drawn in favor of "Managing Director, RajComp Infoservices 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 procure a new DSC. Also the bidder must 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 or all of the bids.
6. The provisions of RTPPA Act, 2012 and rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the bidding document with the RTPP Act, 2012 and Rules thereto, the later shall prevail.

## COMPTRROLLER

M.L.S. University, Udaipur

(Ph. No. 0294-2470621)

E-mail [compt@mlsu.ac.in](mailto:compt@mlsu.ac.in)



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## Important Dates for Tender

S. No.	Events	Date
1.	Date of Issue of Notice Inviting Tender (NIT)	27.11.2017
2	Start Date & Time for downloading of Tender documents	29.11.2017 at 3:00 pm
3	Website for downloading Tender Documents	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
4	Tender document submission start Date &Time	29.11.2017 at 3:00 pm
5	Last Date & Time of downloading of Tender	13.12.2017 at 5:00 pm
6	Last Date & Time for online submission of Tender	13.12.2017 at 5:00 pm
7	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee and EMD	14.12.2017 at 2:00 pm
8	Date &Time for online opening of Technical Bid	14.12.2017 at 3:00 pm
9	Financial bid opening date & time	To be announced after evaluation of technical bids



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## Annexure-I

### ELIGIBILITY CRITERIA

1. The Contractor/firms shall furnish the following documents attached with the quotation for Technical Bid failing which the bid will be rejected summarily.
2. The bidder/tenderer must be a company/firm registered under the India Company Act, 1956 or a proprietary firm of a firm registered under partnership Act 1932. No consortium is allowed. Necessary certificates must be enclosed.
3. PAN No. of the firm. PAN No. on the name other than the firm should not be accepted.
4. The bidder must provide after sales maintenance or service during warranty period within 5 days of complaint lodged by the user department.
5. The firm must have GST registration with proof of Govt. Copy of registration should be attached with technical bid.
6. The turnover of the company during last financial year must be Rs. 10.00 Lacs or more. Copies of financial reports such as P&L Trading A/c Balance Sheet be accompanied with technical bid.
7. The firm must be capable for supplying, installing and commissioning the item within 20 Days from the date of order only need to submit their offer.
8. OEMs of proposed equipment should have their own registration office in India as per the prevalent/applicable laws of India and be in operation in/India for last five years as on the bid issuance date. Registered officers by way of joint ventures, franchise, agency, distribution partners will not be considered.
9. The firm should not have been black listed from any Govt./Ministry/PSU Organization (A certificate in this regard will be submitted with the tender.)
10. Bidder must attach proof related to (i) Manufacturing certificate issued by the Manufacturer or their authorized Indian Agent with warranty of three year (ii) ISO certification and UL, CE, FCC RoHS Certificate, if applicable.
11. The bidder should quote the price of the equipment in INR currency only.

**COMPTROLLER**

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## SCOPE OF WORK AND TERMS AND CONDITIONS

### SCOPE OF WORK

Supply of NANO DROP SPECTROPHOTOMETER as per specification given technical bid form.

#### A. TERMS AND CONDITIONS

##### 1. Pre-condition for applying

In case of a company, Registration certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.

In case of society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.

In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm.

Any other equivalent document in case of any other registered entity.

GST Registration Certificate in the name of the Bidder.

2. **EMD** of Rs. 13000/- (Thirteen Thousand only) payable through Demand Draft/ Banker's cheque only drawn in favour of "Comptroller, MLSU, Udaipur must be submitted to the Comptroller, MLSU, Udaipur on or before last date of bid submission without which the quotations will not be considered. The scanned copy of EMD should also be uploaded with other documents.

##### 3. Performance Security

The successful bidder will be required to provide a Performance Security Deposit of Rs. 32500/- (Rupee Thirty Two Thousand Five Hundred Only) payable through Demand Draft/ Banker's cheque or Bank Guarantee from any of the Commercial Banks only upon award of the contract. The same will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees.

4. **Forfeiture of EMD/Bid security-** The EMD/Bid security taken from the bidder shall be forfeited in following cases:

- i.** When the bidder withdraw or modifies his bid proposals after of RTPP Rules
- ii.** When the bidder does not execute the agreement in accordance of RTPP Rules provisions after placement of order within specify time.
- iii.** When the bidder fails to commence the supply of goods and services as per purchase/work order/ latter of award within the time prescribed.
- iv.** When the bidder does not deposit the security money after the work order is placed.



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- v. To against any dues against the firm from any other contract with MLSU, Udaipur
- vi. When the successful bidder fails to complete the services satisfactorily within the time specified.
- vii. If the successful bidder breaches any provision of code of integrity prescribed for bidders is RTPP Act and chapter VI of the rules.

## 5. **Technical Bid Format & Content**

The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.

- 6. The prospective bidders are requested to go through the Terms and Conditions of the contract carefully. The bid documents (Technical and Financial) are to be uploaded as per Annexure II & III. The rates quoted in the BOQ should be inclusive of all charges such as labor, transportation, storage etc. but exclusive of applicable taxes. Incomplete or ambiguous uploaded bids without documentary proof will not be considered.

## 7. **Duration of Assignment**

The Contract will be awarded for a period of one year which can be extended further subject to satisfactory performance of the contractor.

- 8. The University reserves the right to award the contract to one or more tenderer depending on L-I rates quoted in the tender.
- 9. The University reserves the right to accept or reject any or part of the items found inferior in quality of workmanship or/and the quality of materials/goods.

## 10. **Liquidity Damages provisions**

Under no circumstances shall the successful firm appoint any sub-contractor or sub-lease the contract. 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 : 2½ %
- (b) Delay exceeding 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 : 7½ %
- (d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period : 10 %

Any liquidity damages would be deducted from the due payment.



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11. Earlier EMD (if lying with University) will not be adjusted against the current bid.

**12. Format and Signing of Bid:**

- a. The bid forms/templates/annexure etc. wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization as per Annexure-E.
- b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eproc portal in respective file/ format.

**13. Bid opening/Opening of Tenders:**

- a. The Bid Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.
- b. The Technical Bids shall be opened online through eprocurement portal. Bidder may access the document online.
- c. All the bids uploaded up to specified date and time shall be opened online, on date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present as per procedure laid down in RTPP Rules 2013. Alternatively, the bidders may also view the bid opening status/ process online at eProc website.
- d. All the documents comprising of technical bid/cover shall be opened ONLINE on the eProc website (only for the bidders who have submitted the prescribed fee(s) physically to Comptroller, Mohan Lal Sukhadia University, Udaipur.

**14. Evaluation of Technical Bid**

1. The evaluation shall be completed by the Bid Evaluation Committee as early as possible after opening of technical bids.
2. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification.”\
3. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be eligible for financial bid opening.
4. The firms qualifying in technical evaluation will be informed.
5. The bid evaluation committee shall have full powers to undertake negotiations if any.



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6. Tendering authority's Right to accept/Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

## **15. Evaluation of Financial Bids**

1. The Financial bids/cover or bidders who qualify in technical evaluation shall be opened ONLINE at the notified time, date and place in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/process online on e-proc website.
2. The process of opening of financial bids/covers shall be similar to that of technical bids.
3. Acceptance of the Tender/Bid:
  - a. The tendering authority shall award the Contract to the bidder whose proposal/bid has been determined to be the lowest value bid.
  - b. As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder asking to execute an agreement.
  - c. The acceptance of an offer is complete as soon as the letter of communication is posted to the last notified address/correct address of the bidder(s).
  - d. The acceptance of the bid shall also be placed on website of [www.mlsu.ac.in](http://www.mlsu.ac.in).
16. 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.
17. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial stamp of Rs. 500/- at his own cost within 15 days from receipt of the order along with security money.
18. The University shall accept the supplies F.O.R. Departmental Store situated at Udaipur only. Under no circumstances the University will bear the loss due to damage/breakage of articles in the transit., in case of outsider supplier The cost of the damage/broken articles would be deducted from the bill.
19. The ordered items will have to be supplied within 20 days, from the date of order, failing which Risk Purchase will be made and difference amount will be deducted from the Security money.
20. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Comptroller will be final.
21. The successful bidder shall have to deposit performance security 5% of the tender value in the form of DD/Bank Guarantee in favour of Comptroller, MLSU, Udaipur.
22. The ordered items supplied by the firm should be of best quality and a strict view will be taken if it is found defective at any stage during or after the delivery. In case of such lapses, the University reserves the right of





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taking any action including termination of the contract without assigning any reasons whatsoever. The University also reserves the right of imposing financial penalties for any losses caused to the University including loss of time.

23. In case the contractor fails to cope with the workload or does not supply quality goods or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination summarily, without assigning any reasons thereof and the security deposit and payment due to the firm if any, shall also be forfeited. The University is free to entrust the job to any other firm/party at the risk and expenses of the defaulting contractor. In this connection, decision of the University shall be final and binding on the contractor.
24. It will be the responsibility of the contractor to obtain delivery reports from the officer/section/ unit concerned in which the items are delivered. In the absence of delivery reports, no payments will be released.
25. Tenderers may please quote their unconditional rates. The price quoted at the time of submission of tender should remain valid for 90 days from the date of tender opening and the rates finalized on the basis of these prices shall remain in force during the currency of the contract which will normally be for a period of one year. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract.
26. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender letter. The University reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
27. If any of the bidders have any objection with regard to the terms and conditions of the tender, the same may be pointed out within 10 days of the issue of the tender documents, before opening of tender.
28. The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry any interest.
29. No advance payment shall be made for the services. The payment will be released through RTGS only.
30. The job carried out shall be to the satisfaction of the University else no payment will be made. Further, depending upon the severity of negligence, this University reserves the right to blacklist and debar the agency. The decision of the competent authority of the University shall be final and binding on the firm/agency.



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31. Rates shall remain fixed and valid during the period of contract. TDS/GST and any other Government levies applicable on bill as per the instructions issued by the Government time to time shall be deducted. The contracting firm is required to provide the items in the premises of Mohanlal Sukhadia University, Udaipur as per order and no transportation charges will be paid.
32. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
33. Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.
34. The technical specifications mentioned in this tender are the minimum acceptable specifications. Bidders may offer higher/better specifications but not the lower ones. It must be duly supported with the original technical literature for examination by the committee; else the bid will be rejected.
35. Further, the acceptable makes have been indicated against each system in the technical specifications. The bidder must clearly mention selected make and model in the technical bid. Unapproved makes will not be considered.
36. Certificate of willingness to demonstrate bided hardware/software duly integrated at buyer's premises for the technical evaluation within 3-4 days of opening of the technical bids.
37. Similar work experience of minimum Rs. 10 Lac of work completed with any State/Central Govt. Organization/Institute must be attached for considering technical competence of the bidder.
38. **NEGOTIATIONS:**
  - a) Negotiations may be conducted with the lowest bidder only. In case of non-satisfactory achievement of rates from lowest bidder, Comptroller MLSU, Udaipur may choose to make a written counter offer to the lowest bidder and if this is not accepted, Comptroller MLSU, Udaipur may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.
  - b) In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.
  - c) In case of negotiations, representative of the bidder attending negotiations must possess written authority from the bidder to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.



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- d) In the event the Comptroller, MLSU does not find the lowest quoted rate. acceptable to it, then the tender will be scrapped and may be re-invited, or MLSU may take any other suitable action as deemed fit looking to exigency of the work.

### **39. Disqualification**

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

- i. Has not submitted the bid in accordance with the bidding document.
- ii. Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, EMD or the Bidder's authorization certificate.
- iii. Has imposed conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted prices.
- v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. Has failed to provide clarifications related thereto, when sought.
- vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- viii. Is found of canvassing, influencing or attempting to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

**40.** Provision of Rajasthan Transparency in Public Procurement Act 2013 (Act No.21 of 2012) Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.



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## B. Technical Specification of EQUIPMENTS

S. No.	Items	Quantity (app.)
1	<p><b><u>NANO DROP SPECTROPHOTOMETER</u></b>  <b>Specifications:</b></p> <ul style="list-style-type: none"> <li>• Touch Screen LCD Colour Graphical Display with Built in PC.</li> <li>• System can detect both Cuvette and Nano format.</li> <li>• Large concentration range (2 ng/μl - 10,000 ng/μl dsDNA) without dilutions</li> <li>• Light source should be Xenon flash lamp</li> <li>• Wavelength accuracy should be 1 nm</li> <li>• Wavelength should be 200 to 1100 nm</li> <li>• Spectral resolution should be 0.3 nm</li> <li>• Absorbance precision should be ± 0.3 nm or better</li> <li>• Absorbance range 0.02 ~ 200 nm (10mm equivalent)</li> <li>• Detection limit should be 4ng/μl (dsDNA) or better</li> <li>• Maximum concentration 10,000ng/μl (dsDNA)</li> <li>• Measuring time within 3 sec</li> <li>• Minimum sample size 0.5 μl</li> <li>• Path length should be 1 nm (auto-ranging to 0.8mm)</li> <li>• Cuvette port should be available for cell counting and protein sample detection</li> <li>• Beam height 8.5mm for cuvette</li> <li>• Path length should be 1, 2, 5,10 nm for cuvette</li> <li>• Absorbance range should be 0.002~2.0 nm for cuvette</li> <li>• Detection limit should be 0.4ng/μl (dsDNA)</li> <li>• Maximum concentration 1000ng/μl (dsDNA) for cuvette</li> <li>• Measuring time 2 sec for cuvette</li> <li>• Warranty should be 1 year or more</li> <li>• With 1KVA online UPS with 1 hrs back up</li> <li>• One set of quartz cuvette should provide with system</li> </ul>	

**COMPROLLER  
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)**



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## Annexure-II

### TECHNICAL BID FORM

To be submitted with enclosures. Technical bid without document to support the claim by the bidder will be rejected. Please number all documents and enter page number of documents.

S.No.	Particular	Document to be uploaded
1	Name of the Bidder	
2	Address of the bidder for correspondence	
3	Name of contact person with Mobile number and E-mail address	
4	Earnest Money Deposit in favor of Comptroller, MLSU, Udaipur	Tender fee Rs. : DDNo. Processing Fee: Rs. : DD No. EMD: Rs. : DD No.
5	Registration number & date of establishment of the firm copy of registration should be attached as a proof.	Enclosure Page No.
6	Whether your firm has been blacklisted by any Government/PSU/Board/University. Submit an undertaking	Enclosure Page No.
7	Annual Reports / Balance Sheet and Trading and P & L Account of the Bidder for the last Financial Year clearly mentioning the revenues and net worth of the Bidder for the year. Turn over should not less 10 lac in one of the year, dully certified by the C.A.	Enclosure Page No.
8	Copy of GST Registration	Enclosure Page No.
9	The Firm should have a certificate from International Organization for Standardization (ISO) in manufacturing Nano drop spectrophotometer	Enclosure Page No.
10	The Firm should have a certificate from International Organization for Standardization (ISO) and UL, CE, FCC RoHs certificate in manufacturing of Equipments if applicable.	Enclosure Page No.
11	The Bidder should be attached work order of the University/Govt. institutions for supplies.	Enclosure Page No.
12	The bidder should provide undertaking for supply of items as per specification given Scope of work “B”	Enclosure Page No.

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

**Date :**

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



**Instructions of Online Bid submission**

Instructions to the Bidders to submit the bids online through the -----Procurement Portal for e Procurement at [WWW.eproc.rajasthan.gov.in](http://WWW.eproc.rajasthan.gov.in)

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro their user ID/password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III certificate with signing key usage) issued by SIFY/TCS/Code/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender sit, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 10) From my tender folder, he selects the tender to view all the details indicated.
- 11) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 12) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be



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reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be very fast.

- 13) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 14) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under my space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 17) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 18) The details of DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 19) The bidders has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 20) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 21) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 22) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.



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- 23) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 25) All the data being entered by the bidders would be encrypted using PKI encrypted techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.





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Annexure-V

## TENDER ACCEPTANCE LETTER

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

**SUB:-** Acceptance of Terms & Conditions of Tender.

**REF:-**

**Name of Tender/work:-** Award of contract for supply of items to the MohanLal Sukhadia University, Udaipur

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned “Tender/work” for the web site(s) namely:

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as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page no. \_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totally/entirely.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

**Yours faithfully,**  
**(Signature of the Bidder, with Official Seal)**



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## 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.



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## Annexure B : Declaration by the Bidder regarding Qualifications:-

### Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name :

Designation :

Address :



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## 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.



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(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

## **(6) Fee for filing appeal**

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

## **(7) Procedure for disposal of appeal**

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or second Appellate authority, as the case may be, shall ,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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



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iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

## **2. Procuring Entity's Right to vary Quantities**

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

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

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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