

Rate Contract

For

**Supply of Chemicals, Reagents, Glassware,
Plasticware & Other Laboratory Consumables
(Year: 2018-2019)**

At

Saurashtra University, Rajkot

Critical Dates:

Published Date	03-02-2019	Bid Opening Date	25.02.2019 Onward
Document Download/	22-02-2019	Document Download/	22-02-2019
Bid Submission Start date	02-02-2019	Bid Submission End date	22-02-2019

Tender documents may be downloaded from University Saurashtra site
www.saurashtrauniversity.edu



Saurashtra University, Rajkot

Accredited Grade "A" by NAAC

Address :

Ph :

Fax :

E MAIL :

Saurashtra University, Rajkot invites online bids for Rate Contract for Supply of Chemicals, Regents, Glassware, Plastic ware, and Other Laboratory Consumables at the university. You are requested to quote your best discounted offer along with the complete details of specifications, terms & conditions.

Chapter I- Instruction to bidders

- **Bids shall be submitted online only at n-procure website. The Name of companies/manufacturers will be mentioned. Tenderer/Contractor/Bidders may fill the percentage of discount (on the official price list of company/manufacturer) offered by them on item of mentioned company/manufacturer.**
- **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the Instructions to the Contractors/Tenderer/Bidders for the e-submission.**
- **Tender Cost:**

Applicant contractor must submit the demand draft for Rs 1,000/- (Rupees One thousand only) in favour of **“Head, Department of Pharmaceutical Sciences, Saurashtra University, Rajkot”** obtained from any Nationalized/ scheduled Bank valid for six months as a tender fee. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government. The Demand Draft submitted for tender fee shall be non-refundable. **The demand drafts for tender fees must be delivered to Department of Pharmaceutical Sciences, Saurashtra University, Rajkot on or before last date/time of Bid Submission.**

- **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 50,000/- (Fifty Thousand Only)** by way of demand drafts or Bank Guarantee only. The demand drafts shall be drawn in favour of **“Registrar, Saurashtra University, Rajkot”**. The EMD of the unsuccessful bidder shall be returned after completion of Rate contract process.

- **The demand drafts for EMD must be delivered to Head, Department of Pharmaceutical Sciences, Saurashtra University, Rajkot on or before the last date / time of Bid Submission.**
- No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
- Tenderer shall not be permitted to withdraw his/her offer or modify the terms and conditions thereof. In case, the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of the earnest money will be forfeited.
- **The Tenders without Earnest Money will be summarily rejected.**
- No Claim shall lie against the Saurashtra University, Rajkot in respect of erosion in the value or interest on the amount of EMD.
- The EMD, in case of successful bidders, shall be returned after the submission of the performance security and in case of unsuccessful Bidders shall be retained by the Purchaser, up-to a maximum period of 6 months from the date of the opening of the Bids

or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderer on written request. No interest will be payable by the Saurashtra University, Rajkot authorities on the EMD.

- **The Hard Copy of the original documents in respect of the cost of tender document, earnest money deposit etc. must be delivered to the Head, Department of Pharmaceutical Sciences, Saurashtra University, Rajkot on or before the last date/time of Bid Submission as mentioned above. The bid without tender fee and EMD will be summarily rejected.**

- **Submission of Tender:**

The tender shall be submitted online with the percentages discounted offered. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

- **The offers submitted by Telegram / Fax /Email/ shall not be considered.**
- **No correspondence will be entertained in this matter.**

- **Technical Bid**

The following documents are to be furnished by the Contractor along with the Technical Bid as per the tender document:

- Signed and scanned copy of appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, AADHAR Card, PAN Details, GST registration certificate and Tender Acceptance Letter.
- Signed and Scanned copy of documents like Tender Cost (Tender Fees/ Earnest Money Deposit)
- Duly Filled, Signed and Scanned copy of Technical Information and Undertaking as per Chapter IV.
- Duly Filled, Signed and Scanned Copy of Technical Bid as per Chapter VI.
- Soft copy of price list from the principle for the year of RC must accompany the tender.

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - **Notice inviting bids for rate contract for supply of Chemicals, Reagents, Glassware, Plasticware and other Laboratory Consumables for Saurashtra University, Rajkot for the period of one year (From the date of implementation of Rate Contract)**

- Proposal for rate contract may be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. The University shall not be responsible for any postal delay and delay in receipt of the EMD/Tender Fee. Any bids received by the University which does not fulfil the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent.
- Quotations qualified by such vague and indefinite expression such as “**Subject to prior confirmation**”, “**Subject to immediate acceptance**” etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
- The Manufacturers (OEMs) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer. In such cases where local dealers / stockiest has been nominated by the principal; the bills raised by them against our purchase order will be accepted.
- Any addition or deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
- At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of **Saurashtra University, Rajkot www.saurashtrauniversity.edu**. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
- Printed & bound price list for 2018-2019 (Both hard copy and soft copy) duly signed & certified by authorized signatory must accompany the tender. Photocopy of the price list and price list in spiral binding will not be accepted.
- **The bidders are required to mention tax rate applicable on each category otherwise rates will be treated as inclusive of all taxes.**
- **An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.**
- 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.

- The prices / rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount / rates shall be considered as valid.
- The percentage of discount quoted by each firm in tenders is to be given both in words and figures.
- A Certificate to be given by the tenderer that the price list supplied is the only one in circulation.
- In case of supply of goods made through valid authorized dealer, their name & mail address may be declared / indicated in the tender.
- Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.
- **DOCUMENTS COMPRISING THE BID:** The bids prepared by the bidder shall comprise of (i) Technical Bid and (ii) Financial Bid:
 - **Technical Bid:** - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -
 - Valid registration certificate of the firm of the Govt. / State Govt. (b) duly filled format of Technical Bid as per Chapter – IV.
 - Price list of the items from the Principal.
 - Manufacturer Authorization Certificate from the principal must be attached by Local Authorized Dealer/ Supplier.
 - PAN number with document
 - GST/ VAT/ CST with relevant documents
 - The bidder shall be a Manufacturer / Distributors / Suppliers / Agents/ Authorized Dealer.
 - The technical bid should be accompanied by Demand draft of **Rs. 1000/- (non-refundable) against tender fee** and Demand Draft of **Rs. 50,000/- (Rupees Fifty Thousand only) for EMD. Bidder has to submit separate Tender fee and EMD for every firms/Company.**
 - Copy of Income Tax Return Acknowledgement for last Three years.
 - Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
 - The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
 - **The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted**

firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency are not eligible to participate in the bid.

- Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

- **Signing of Tender:**

- Individual signing the tender or other documents connected with contract must specify whether he sign as,

- A sole proprietor of the concern or constituted attorney of such sole proprietor;

- A partner of the firm, if it is a partnership firm in which case, he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

- A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, Saurashtra University, Rajkot may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

- **Opening of Tender:**

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.

- **Right of acceptance:**

The Saurashtra University, Rajkot reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the discount rates quoted. The **Saurashtra University, Rajkot** reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

- **Delivery:** Delivery of goods shall be made by the supplier within 20 working days or as per PO of placing of purchase order; however, in case of emergent requirement he has to supply the required quantity of goods within 1 weeks of placing of order also.

- **Liquidated Damages**

Supply of material will have to be completed within 20 working days or period mentioned

in the purchased order. The liquidated damages charges @ 0.5% per week of the value of that part of the goods that, as a consequence of the delay, shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

- **Risk Purchase**

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our **Saurashtra University, Rajkot** 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 be recovered if necessary, by due legal process.

- **The Payment clause:**

The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

- The firm shall submit the bill only after supply of the material to the satisfaction of the **Saurashtra University, Rajkot** on receipt of a pre-receipted bill invoice from the firm the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

- No interest on earnest money deposit shall be paid by the Institute to the tenderer.

- **Breach of Terms and Conditions:**

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by **Saurashtra University, Rajkot** in that event the security deposit shall also stands forfeited.

- **Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Rajkot, Gujarat and all obligations here under shall be deemed to be located at Rajkot, Gujarat and Court within Rajkot, Gujarat will have Jurisdiction to the exclusion of other courts.

- **Periodicity/ Duration of Tender:**

Periodicity / Duration of Tender will be initially for a period of one year from date of finalization and implementation of RC which can be further extended for a period of one year on same terms and conditions if the performance is found satisfactory. However, the decision of Registrar, Saurashtra University, Rajkot will be considered as final.

Chapter - III

Other terms & conditions of the Contract

- The successful firm will be required to do the work / job initially for one year from the date of award the contract which can be extended for another one year on satisfactory completion of work. Saurashtra University, Rajkot shall, however, reserve the right to terminate the contract at any time without assigning any reason.
- The items will have to be supplied at Saurashtra University, Rajkot. No transportation/ cartage charges will be provided for the same.
- The articles should be securely packed to avoid damages etc. in transit. Saurashtra University, Rajkot will not bear cost of damage of goods during transit.
- Saurashtra University, Rajkot shall be the sole authority to cancel or amend the order, as per requirement.
- The firm should have availability of a responsible person on call on all working days between 10:00 Hrs to 18.00 Hrs. His/her contact details should be submitted in the event of finalization of contract.
- Bills in triplicate for the items supplied by the selected firm(s) should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by Saurashtra University, Rajkot.
- The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to Saurashtra University, Rajkot.
- In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Registrar, Saurashtra University, Rajkot reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
- **Discount: The Discount which will be offered by the manufacturer/authorized distributors on the manufacturer's price list for one year from implementation of RC may be mentioned on n-procure.**
- **GST No:** The rate and GST No should be mentioned clearly.

- **Authorization Letter:** Authorization letter from the manufacturer for the contract period should be submitted along-with quotation, failing which quotation will not be considered.

- The Saurashtra University, Rajkot reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/ unavoidable situation.

Special Conditions:

- 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 30 days without additional freight / transport charge.

- GST and other Govt. levies will be paid extra as applicable by the supplier. Moreover, the quoted discount given by the selected party for RC will be applicable on the price list updating by the company, if any.

- Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the University from railway / road transport.

- Payment of the bill will be made preferably after receipt of the goods in satisfactory condition.

- Order will be placed as per requirement, irrespective of value of the order.

- Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.

- Supply should be made from the latest batch of production with maximum life period & original packing.

- The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.

Inspection:

- The Registrar, Saurashtra University, Rajkot shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

- 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.

Registrar

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm / Bidder	Page	Remarks
1.	Name & Address of the Manufacturer / Authorized Distributor		
2.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
3.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
4.	Details of the cost of the Tender documents (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
5.	Copy of Registration of firm		
6.	Copy of VAT/CST/ST/GST Registration		
7.	Copy of PAN/TAN Card		
8.	Authorization certificate from the manufacturer / principal		
9.	Certificate for No Deviation		
10.	Certificate for Price Justification		
11.	Non-Blacklisting Certificate		
12.	Copy of Income Tax Return for last 3 years		
13.	Whether each page of NIT and its annexure have been signed and stamped		
14.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
15.	Quality Assurance Certificate (Please specify)		
16.	List of quoted companies and category as mentioned in Chapter – V		
17.	Have you previously supplied these items to any Government / private organization? If yes, attach the relevant proof. (Also provide an Undertaking that you have not quoted the price higher than previously supplied any government institute)		

18.	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of		
19.	Any other information important in the opinion of the		

- **Page number / serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy (ies) of the document(s) are kept.**
- **In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

Undertaking

- That I/we have carefully studied all the terms & conditions of Saurashtra University, Rajkot and shall abide by it.
- That I/We shall supply the items of requisite quality.
- That I/We undertake that the information given in this tender are true and correct in all respect and
- I/We hold the responsibility for the same.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

- I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.
- I/We also certify that firm will be supplied the item as per the specification given by Saurashtra University, Rajkot and also abide all the terms and conditions stipulated in Rate Contract.
- I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Saurashtra University, Rajkot may impose any action as per rules.

Signature of Bidder:

Business Address:

Stamp and Seal:

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

NIT No.:

I/We _____ provided are our best rates and we have not given these materials to any Government departments/PSU/Institutions lesser than these rates in the last one year.

SIGNATURE AND STAMP OF THE BIDDER

FORMAT FOR MANUFACTURER'S AUTHORISATION

To,
The Registrar,
Saurashtra University, Rajkot
Gujarat.

Reference : _____

Subject : **Manufacturer's Authorization Letter**

Dear Sir,

Ref. Your NIT No _____, dated _____

We _____, who are
Proven and reputable manufacturers of _____ (name
and Description of the Items/category offered in the Quotation) having factories at
_____, here by authorize Messrs.
_____(name and address of the
agent) to submit a Quotation, process the same further and enter into a Rate Contract with
you against your requirement as contained in the above referred Quotation Form for the
above items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.

_____ (name and
address of the above agent) is authorized to submit a tender, process the same further and
enter into a Rate Contract with you against your requirement as contained in the above
referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of
supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we
would have quoted directly.

Yours faithfully,

*[Signature with date, name and
designation]*

For and on behalf of

Messrs. _____

[Name & address of the manufacturers]

Note:

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

Chapter – V

List of Companies for Laboratory Chemicals, Reagents, Glassware, Plasticware and other Laboratory Consumables

Chapter – VI

List of Quoted Company (ies) and Category (ies)

S. No.	Company(ies)	Category(ies) i.e. Cultural Media, Chemicals, Glassware, Plastic ware, Filter
1.		

Note:

- 1. Authorization(s) for quoted company (ies) must be attached by the distributor with the technical bid.**
- 2. Category (ies) are required to mention on Authorizations for which a distributor is authorized to supply.**

**To,
The Registrar,
Saurashtra University, Rajkot
Gujarat.**

Chapter - VII Financial Bid

Sir,

I/We M/s.____ wish to submit our Rate Contract for supply of Chemicals, Reagents, Glassware, Plasticware & other Laboratory Consumables at **Saurashtra University, Rajkot** on following rates.

Laboratory Chemicals, Laboratory Reagents and other Laboratory Consumables:

S. No.	Brand / Make	% of discount quoted by the firm on their printed price list	
		In Figures	
1	Brand Name	To be uploaded into the nprocure website	

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part lay down in the contract form.

We have carefully read the terms and conditions of the contract and are agreed to abide by these in later and spirit.

Date: _____
Signature : _____
Name & Address of the Firm : _____
Telephone No : _____
Mobile No. : _____