

डॉ. हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.)
Doctor Harisingh Gour Vishwavidyalaya, Sagar (M.P.) 470 003
(A Central University)
(Established under The Central Universities Act 2009)



PHONE NO 07582 265808,
FAX No.07582 265228

Tender No: S&P/Chemical/01

Date: 17.08.2015

Notice inviting Tender FOR SUPPLY OF
Laboratory Chemicals/Glass-wares/Plastic wares and Filters

Last Date of Submission : 17 September 2015

		Tender Fee	5000=00
Schedule to invitation of tender			
	Approximate cost	3,00,00,000/- (Three Crore) yearly	
01.	Tender No. & Date	S&P/ Chemical/01 dated 17August 2015	
02.	Tender Document download start date /time	From the date of Publication	
03.	Pre Bid Meeting	-----	
04.	Tender Document download end date/time	From the date of Publication	
05.	Last date and time for receipt of bids	17 September 2015(5.00 PM)	
06.	Date and time for opening of prequalification bid	----- Aug. 2015 (3-00 PM)	
07.	Date and time for opening technical bid	18 September .2015 (2-00 PM)	
08.	Date and time for opening Financial bid	24 Sept. 2015(3-00PM)	
09.	Venue	Committee hall of the University	

Validity of tenders: 180 days from date of opening.

1. On behalf of the Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.), the purchaser, Tenders are invited from established, reputed and experienced manufacturers or their authorized representatives agents/ distributors/wholesalers (whenever manufacturers are not quoting directly as a matter of policy) **establishing Rate Contract for supply of Supply of Laboratory Chemicals/Glass-wares/Plastic wares and Filters for one year from the date of award of contract & further extendable for another year subject to satisfactory performance** as per the enclosed technical specification (Annexure 8) strictly subjected to the Terms and Conditions of the Contract notified in the tender document available on the official website www.dhsgsu.ac.in for use in the Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.). Tender should reached on or before 17-09-2015 (05.00)by Registered/Speed Post only to the office of the Assistant Registrar(Store & Purchase) Dr. H.S. Gour Vishwavidyalaya, Sagar(M.P.) 470 003.

Registrar,
Dr. H.S. Gour Vishwavidyalaya, Sagar(M.P.)

2. List of Requirements :-

1 ID	2 List of items	3 QTY REQ	4 BID SECURITY (EMD)
01	As per ANNEXURE-8	As and when required basis	Rs 50,000/-

3. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.
4. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
5. Bidder must unconditionally accept all terms and conditions stipulated in the original/downloaded tender document and submit the entire signed and stamped document.
6. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
7. All documents submitted should be self-attested with seal of the bidder.
8. In case the date of opening of tenders is declared a holiday for unexpected reasons, the tenders shall be opened same time on the next working day.
9. All pages of the bid including all enclosures should be numbered (except printed leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
10. Bidders are requested to see the tender site www.dhsgsu.ac.in once again before due date of submission for any probable corrigendum which could be uploaded subsequently against this tender.

Registrar,
Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.),

I. IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE BIDDER(S):

(a)	Purchaser/ Consignee	Indenter/ Indenter/	The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.),
(b)	Inspection Authority		Designate Inspection Committee or Authority or any person nominated by or on behalf of the Purchaser to inspect supplies/stores under the contract or his duly authorized agent.
(c)	Name of Work		Supply of Laboratory Chemicals/Glass- wares/Plastic wares and Filters to the purchaser on Rate Contract basis for a period of one year from the date of award of the Contract and shall be further extendable for another year on the same terms & conditions subject to satisfactory performance for a total period of 3 years
(d)	Brief Scope of Work		The scope of work shall include supply, inspection and satisfactory acceptance of the stores by the purchaser. This will also include delivery at site, unloading, storage, all services associated with delivery. The successful bidder will assume full responsibility of the complete supply of stores until its final acceptance by the purchaser.
(e)	Name of Stores		General Stores/ Laborites of the Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.),
(f)	Delivery period		Complete stores shall be delivered within 21 days for indigenes goods and 30 to 45 days for import items from the date of purchase order
(g)	Bid Security (EMD)		Rs. 50,000 /-(Rs. Fifty Thousand only)
(h)	Performance Security		Rs. 50,000/- valid for the period of Contract +60 days
(j)	Samples		All the samples, as per specification, should be deposited in sealed bag duly super-scribed "SAMPLES OF ALL QUOTED ITEMS" as per list and as per serial no of Tender Document on or before the final date & time of bid submission and a list of samples provided should be given separately .The approval/selection of items would be on the basis of their samples. Samples of Quoted items should be submitted by the bidder free to cost to General Store through proper challan and receipt to be obtained before the last date of tender submission. The approved samples by the committee shall not be on returnable basis and unapproved samples on returnable basis. In the event, the supplied items do not match the sample provided; the material will be summarily rejected.

II. PROCEDURE FOR SUBMITTING TENDERS

- (a) The following documents must be submitted in Original form so as to reach the Office of the Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) before the last date and time of the closing of the bid.
- i. Covering letter indicating the list of enclosures.
 - ii. Bid Security (EMD) in original
 - iii. Pre-receipted acknowledgement for the refund of Bid Security.
 - iv. Original/downloaded tender document duly filled in, signed and stamped by the bidder or his authorized representative of the bidder.
 - v. Additional information of the Bidder duly signed by the bidder or authorized representative of the bidder in the Performa and format as given in **Annexure-3**
 - vi. Declaration in **Annexure 4** along with Bid Security (EMD) in original.
 - vii. Declaration as per **Annexure-5** along with attested Copy of Income Tax Return for the last three years, PAN No., Service Tax and/ or VAT Registration Certificate of the bidder;
 - viii. Undertaking to accept Terms and Conditions of the Tender document and to comply with them as per **ANNEXURE- 6** on Non-Judicial stamp paper of Rs.100/-duly notarized and signed by the bidder or authorized representative of the bidder.
 - ix. Proof of successful execution along-with certified copies of the valid Rate Contract/purchase orders/indents executed for providing of identical/similar stores to other Govt. Universities/ Institutions in India in the recent past. However, in case of non availability of such certificate the decision of the purchaser shall be final in this regard.
 - x. Recent solvency certificate from bankers for the value not less than Rs **Ten Lakh**, not older than 6 months.
 - xi. Each page of the tender should be numbered and signed by the Bidder with the seal of the firm.
 - xii. The bidder dealer or its authorized distributor as the case may be registered with the M.P. VAT Department and carry a valid Tax Identification Number issued by it.

These documents shall be placed in a **"sealed cover" super-scribed with:-
Tender Enquiry No./DHSGSU/2015/01*

Name of the tender: **Annual Rate Contract for Laboratory Chemicals/Glass-wares/Plastic wares and Filters items for a period for one year from the date of award of the contract & shall be further extendable for another year on the same terms & condition subject to satisfactory performance for a total period of 3 years.**

Name and address of the bidder :.....

Date of opening

III. Pre-Qualification Bid (PQB)

Following documents are required to be submitted Pre-Qualification Bid:- Covering letter clearly indicating the list of enclosures.

- i. Original/downloaded tender document duly filled in, signed and stamped by the bidder or authorized representative of the bidder.
- ii. Bid Security (EMD)
- iii. Pre-receipted acknowledgement for the refund of Bid Security.
- iv. Additional Information of the Bidder duly signed by the bidder or authorized representative of the bidder in the Performa and format as given in **ANNEXURE-3**.
- v. Attested Copy of Income Tax Return for the last three years, PAN No., Service Tax and or VAT Registration Certificate of the bidder as per **Annexure-5**;
- vi. Undertaking on Non-Judicial stamp paper of Rs. 100/- duly notarized and signed by the bidder or authorized representative of the bidder for accepting the Terms and Conditions of the Tender document and to comply with them as per **ANNEXURE -6**.
- vii. Recent solvency certificate from bankers for the value not less than Rs Ten Lakh, not older than 6 months.
- viii. The bidder dealer or its authorized distributor as the case may be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it.

IV. TECHNICAL BID:

Following documents are required to be submitted in the TECHNICAL Bid. In case of non-submission of requisite document(s) or providing of incomplete technical details by the bidder, the bid is liable to be cancelled during the technical evaluation stage without any further reference, whatsoever.

- i. The specifications of items quoted by the Bidder should confirm to the required specifications by providing samples. However, the samples provided by the Bidder shall not be on returnable basis. Compliance statement in the prescribed format as per **Annexure-9**.
- ii. Copy of the Manufacturing License/Certificate/complete Photocopy of registration with NSIC/DGS and D /SSI/DIC/Registrar of Companies etc. of the Manufacturers along-with the list of items.
- iii. Proof of successful execution along-with certified copies of the valid Rate Contract/purchase orders/indents executed for providing of identical/ similar stores **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** items to other Govt. Universities/ Institutions in India in the recent past. However, in case of non availability of such certificate the decision of the purchaser shall be final in this regard.
- iv. Samples of items are to be compulsorily submitted by the bidder free of cost along-with the offer for inspection by the purchaser. In the event, the supplied items do not match the sample provided; the material will be summarily rejected. Samples, if any, must be labeled with the Tender Enquiry No, Name of the stores, Name and address of the Bidder, Date of opening.

V. PRICE BID:

- (a) The Price Bids must be submitted in the prescribed format in the Tender Module (**Annexure-10**) and nowhere else.

- i. ***PLEASE NOTE THAT NO PRICES SHALL BE INDICATED IN THE PQB OR THE TECHNICAL BID OTHERWISE, THE BID WILL BE REJECTED OUTRIGHTLY WITHOUT ANY FURTHER CORRESPONDENCE**

- ii. Prices quoted must be FIRM till delivery and shall be "Delivered Duty Paid "(DDP) at Ultimate Destination i.e., Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)
- iii. Delivery is to be effected by appropriate and rapid mode of transport.
- iv. Safe arrival of the stores at destination shall be the responsibility of the bidder/ supplier.
- v. Discount, if any, should be clearly spelt out in words and figures Conditional discount/Quantity Discount, Cash Discount will not be considered for tender evaluation purpose. Discount to be given on basic price only.
- vi. In case, quoted price shall be inclusive of the excise, packing & forwarding, freight,

insurance etc. and vat / Sales Tax if applicable shall be clearly mentioned in the relevant Column in price bid, otherwise the same shall be treated as inclusive in the quoted price.

- vii. Prices should be indicated in words and figures without any overwriting / erasing.
- viii. The Purchaser reserves the right of giving purchase / price preference to the offers from Public Sector Undertakings in accordance with the policy of Govt. of India from time to time.
- ix. Bidder are requested specify the products name in annexure 9 & 10.

VI. TAXES & DUTIES

- i. No "FORM "for availing concessional rate of sales taxes will be issued by the Purchaser.
- ii. The prices shall be inclusive of all taxes & duties levies including Excise, Service tax/VAT and Entry tax etc. and the Purchaser shall not be liable for the same.
- iii. The Purchaser shall be authorized to deduct any tax as applicable from time to time, from the Bidder.
- iv. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the discharge of contract, which was or will be assessed on the bidder in connection with discharge of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from as the case may be.

VII. TAX DEDUCTION AT SOURCE

Tax deduction at source shall be governed as per prevailing rules.

VIII. General Terms & Conditions:

- i. It shall be presumed that the terms & conditions mentioned in the tender document have been read understood and duly accepted entirely. The Bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in tender document.
- ii. Tender forms are not transferable. Only the original/downloaded complete tender form must be signed & stamped.
- iii. Each page of the tender should be numbered and signed by the Bidder with the seal of the firm.
- iv. Telegraphic/Telex/Fax and letter head quotations are not acceptable and will be ignored.
- v. Furnishing of wrong information and false documents will make the Bidder ineligible for bidding and liable to be debarred/blacklisted from participation in Tender enquiries/Open Tenders/Annual Rate Contracts by University and Central or other Government's Universities / Institutions.
- vi. The past performance of the Bidder will be taken into consideration for award of Rate Contract.
- vii. The Bidder will have to furnish documents in support of the information given in the tender. Original documents shall be checked for verification as and when required.
- viii. In case of any attempt for cartelization by bidders with a view to hike up the prices, all bids will be rejected and the bidders will be blacklisted.
- ix. If any required information /documents are not submitted, the bid of the concerned Bidder will be rejected and shall not be considered. No representation in this regard will be entertained.
- x. The bidders are expected to be present at the time of opening of tenders. However, the bids will be processed even when no bidder/representative is present as per declared schedule.
- xi. The decision of the Institute regarding approval of rates and samples of different categories of items will be final and binding on all bidders.
- xii. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so

and upload the corrigendum, if any at the tender site before due date of submission of bids.

- xiii. "Where, despite repeated tender inquiries, sufficient bids have not been received in respect of Notice inviting Tender, the Registrar of Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.), at his sole discretion, for the reasons to be recorded in writing, can relax any of the tender clause relating to the qualification norms in the Interest of the University"
- xiv. Correspondence: No further correspondence shall be entertained after opening of the Tenders.

IX. Bid Security (EMD):-

- i. Each tender must be accompanied by Bid Security of **Rs 50,000/-** (Fifty Thousand Only) in the form of a Demand Draft/ Pay Order/BG/FDR favoring the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.), and duly discharged in his favour in advance. The original Bid Security sent to Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) so as to reach on or before the closing of the bid.
- ii. The Bid Security shall be valid and remain deposited with the Purchaser for the period of sixty days beyond the final bid validity period.
- iii. In case of non submission of Bid Security, the tender would be rejected without assigning any reason whatsoever unless the Bidder has uploaded valid exemption certificate as per sub-clause (v) given below.
- iv. No interest shall be payable by the Purchaser on the Bid Security.
- v. Exemption: Firms may be exempted from payment of Bid Security, if they are registered with NSIC and Govt. of India/ State Government Undertakings subject to submission of such valid exemption certificate.
- vi. Bid Security shall be refunded immediately to the unsuccessful bidders on finalization of the tender and to the successful bidder on furnishing of Performance Security.
- vii. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.
- viii. If the successful Bidder fails to furnish the Performance Security within the stipulated period then the Bid Security (EMD) is liable to be forfeited.

X. Performance Security:-

- i. The successful bidder shall furnish Performance Security of Rs. 50,000/- and EMD Rs. 50,000/- in the form of a Demand Draft/ Pay Order/ Bank Guarantee (as per the Performa annexed)/ FDR favoring the Registrar, Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.) and duly discharged in his favour in advance to ensure due performance of the contract within twenty-one (21) days or earlier from the date of receipt of communication from the Institute informing "Acceptance of Bid".
- ii. In case of Bank Guarantee, the same shall be established by a Scheduled Bank in India.
- iii. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Rate Contract.
- iv. Failure of the bidder /supplier to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the Contract and forfeiture of the Bid Security.
- v. The Performance Security as mentioned in the Sub-Para (i) above shall be released on satisfactory completion of all rate contractual obligations (liabilities) +60 days.

XI. Rate Contract (RC):-

- i. The University shall enter in to **Annual Rate Contract** for Supply of **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** with successful Bidder(s) from the date of Agreement.
- ii. Rate Contract shall be extendable on yearly basis for another year on the same terms and conditions subject to satisfactory performance and rate reasonability up to a total **period of 3 years**.
- iii. The Rate Contract will be governed by the Terms & Conditions laid down in Tender Document, Annexure appended to it and as mentioned elsewhere in the Tender

Document.

- iv. The University, at its discretions, reserves the right to enter into Rate Contract with one or more bidders in respect of any or all items i.e. **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** for which bids has been invited.
- v. **Fall Clause:-** If at any time the supplier reduces the sale price to sell the **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** covered under this tender enquiry to any organization (including the purchaser of any Universities/department of the Govt. of India) at a price lower than the price quoted under this contract, he shall forthwith pass on such reduction to the purchaser and the price payable under this tender for the **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** being supplied after the date of coming in to force of such reduction, the price of such **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** shall stand correspondingly reduced.
- vi. The bidder will intimate the Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.) 470003 of reduced rates immediately and will charge reduced rates instead of rates quoted. In other case the Bidder will be required to furnish a certificate on half yearly basis stating "rates quoted are lowest in comparison to other University/institution and no reduction has taken place in their rates".
- vii. The Institute will not own the responsibility of
 - a) **Issuance of road permit or concessional forms;**
 - b) **Clearance of consignment from road, rail, air transport, etc.**
- viii. In case any discrepancy arose in the Bill due to miscalculation etc., the Bidder shall be liable to pay back the excess amount on this account, even after completion of the Contract period.

XII. Delivery of Stores/ Laborites of the University

- i. The successful Bidder shall be absolutely responsive for the supply of the stores till the destination of the Purchaser. Immediately on delivery of the stores at the destination of the purchaser the successful bidder shall arrange a joint inspection of the same and shall be responsible for any defect, damage or shortage found on such inspection.
- ii. The date of delivery of complete stores stipulated in the Purchase Order shall be deemed to be the essence of the contract. Delivery period shall be reckoned from the date of the Purchase Order. Delivery must be completed not later than the date as specified in the Purchase Order.
- iii. Extension of delivery period (without levy of penalty) will be permissible under standard **Force Majeure** conditions for which, specific extension must be obtained in writing from the Purchaser/ University before the date of estimated delivery date.

XIII. REMOVAL OF REJECTED AND REPLACEMENT.

- i. Stores supplied are subject to inspection and acceptance and the Bidder /supplier should Collect/replace the rejected stores at his cost and risk.
- ii. If upon delivery, whether inspected and approved earlier or otherwise, the stores is not found in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notice to this effect will be issued to the Bidder/ Supplier normally within 7 days from the date of inspection of stores at site.
- iii. The bidder/supplier shall arrange for removal of the rejected item(s) within 7 days from the date of the said notice. In the event, the Bidder/Supplier fails to lift the materials within the said 10 days , the Purchaser shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and procure such stores from any other sources at the risk and costs of the bidder. All expense/ loss incurred in this behalf shall be recoverable from the bidder/supplier.

XIV. LIQUIDATED DAMAGES:

In the event of failure to deliver the ordered stores/Liveries Items within the stipulated date/period in accordance with the samples and/or specifications mentioned in the Contract /Purchase Order and in the event of breach of any of the terms and conditions mentioned in the Contract, the purchaser is entitled:-

- i. To recover from the successful bidder/ supplier as agreed liquidated damages, a sum of 1% (one percent) value of delayed supplied items per week will be imposed subject to a maximum of 5 % of the Purchase order value.
- ii. Or to purchase elsewhere, after due notice to the successful bidder/ supplier on the account and at the risk of the defaulting bidder/ supplier the stores not supplied or other of similar description or in failure to render any service undertaken without cancelling the order /contract.
- iii. To cancel the order or a portion thereof and if so desired to purchase the stores under the contract at the risk and cost of the defaulting bidder/ supplier and also.
- iv. To extend the period of delivery or services with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed liquidated damages referred to in sub-clause (i) above.
- v. To forfeit the Performance Security Deposit fully or partly.
- vi. Wherever, under this contract, a sum of money is recoverable from and payable by the bidder/ supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful bidder in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful bidder shall pay the Purchaser on demand the remaining balance.
- vii. The bidder/ supplier shall not be entitled to any gain on any such purchase.
- viii. On explicit request of the bidder/supplier the Purchaser, at its sole discretion, shall have the right to extend the date of delivery wherever he is satisfied that there are good and sufficient reasons for such extension.

XV. FORCE MAJEURE

- i. "Force Majeure" shall mean any event beyond the reasonable control of the purchaser Notwithstanding the reasonable care of the party affected.
- ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.
- iii. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall:
 - a) constitute a default or breach of the Contract
 - b) give rise to any claim for damages or additional cost or expense occasioned thereby
 - c) If and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Bidder/Supplier herein.

XVI. Risk Purchase:-

In the event of the Bidder/ Supplier's failure to supply the ordered stores/ **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** Items of acceptable quality in scheduled delivery period, or the services as per the contract the purchaser reserves the right to procure the ordered stores/ **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** Items from any other source at the Bidder/ Supplier's risk and cost and all expenses and losses incurred by purchaser in this regard shall be borne by the Bidder/ Supplier. Further, the purchaser shall retain the right of forfeiture of Performance Security and or any other action(s) as deemed fit.

XVII. PAYMENT TERMS:-

- i. Full payment (100%) to the Bidder/Supplier shall be made within 30 days from the submission of the bill after receipt of stores/ **Laboratory Chemicals/Glass-wares/Plastic wares and Filters** in good & satisfactory condition and the pre-receipted bills are to be submitted in triplicate with necessary information.
- ii. Bill should be submitted with the concerned stores department before **1.00 p.m.** otherwise bill will be deemed to be submitted on the next working day.
- iii. Payment from Purchaser shall be made by electronic fund transfer to the supplier's account by NEFT or RTGS for which purpose suppliers are expected to submit their complete bank details as under:-

1.	Name of Bank	
2.	Address of the Branch	
3.	RTGS/IFS Code	
4.	Bank A/c No.	
5.	Type of A/c	
6.	MCIR code	
7.	Mobile No	

- iv. Disputed amount on which clarification is required may be held up till the time matter is sorted out. However, rest of the amount shall be released by due date.
- v. Payment will be released after due completion of supplies against the order. In case of part Supplies, payment shall not be released unless the order is short-closed by the competent Authority.

XVIII. JURISDICTION:-

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Sagar (M.P.) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

XIX. Arbitration

All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) The award of the arbitrator so appointed shall be final and binding on both the parties.

The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Sagar M.P..

XX. NOTICES

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, or facsimile to such Party i.e. the Purchaser or Bidder.

XXI. TERMINATION

The Purchaser may terminate the Contract, by not less than thirty(30) days' written notice of termination to the Bidder/ Supplier , to be given after the occurrence of any of the events specified in paragraphs (i) to (iv) of this Clause and sixty (60) days' in the case of the event referred to in (v) below :

- i. if the Bidder/ Supplier does not provide a remedy for the failure in the performance of their obligations under the Contract within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;

- ii. if the Bidder/ Supplier becomes insolvent or bankrupt;
- iii. if as a result of Force Majeure, the Bidder/ Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- iv. if the Bidder/ Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

For the purpose of this clause:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.
- v. If the Purchaser, at its sole discretion, decides to terminate this Contract.

XXII. Exclusive Right of the Vice-Chancellor , Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

The Vice-Chancellor, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) has full and exclusive right to accept or reject any bid or tender and / or withdraw the Purchase Order without assigning any reasons, whatsoever.

Registrar,
Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.).

Signature of the Bidder with stamp

Witnesses:-

1.....

2.....

Annexure- I

Checklist of the documents to be submitted in physical form at PQB stage.

Tender Enquiry No: DHSGU/2015/01 due for opening on: _____

Name of the tender: Annual Rate Contract for procurement of Laboratory Chemicals/Glass-wares/Plastic wares and Filters.

Qty: - "As and when required basis" of Laboratory Chemicals/Glass-wares/Plastic wares and Filters

Documents to be uploaded/submitted in Original form so as to reach the Office of the Assistant Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) before the last date and time of the closing the bid by the bidder within the due date and time indicated in the Tender.

Sl. No.	Items to be submitted	Remarks
1.	Covering letter indicating the list of all enclosures.	
2.	Declaration in Annexure 4 along-with Bid Security (EMD) in original	
3.	Pre-receipted acknowledgement for the refund of Bid Security.	
4.	Original/downloaded tender document duly filled in, signed and stamped by the bidder or his authorized representative.	
5.	Latest /Valid Authorization from the Principal Company/Manufacturer to the bidder for its brands/products;	
6.	Declaration in Annexure 5 along with attested Copies of following i) Income Tax Return for the last three years, ii) PAN No., iii) Service Tax Registration Certificate, if applicable iv) VAT Registration Certificate	
7.	Undertaking to accept Terms and Conditions of the Tender document and to comply with them as per ANNEXURE-6 on Non- Judicial stamp paper of denomination of Rs. 50/- duly notarized and signed by the bidder or authorized representative of the bidder.	
8.	Proof of successful execution along-with certified copies of the valid Rate Contract/purchase orders/indents executed for providing of identical/similar stores to other Govt. Universities/ Institutions in India in the recent past. However, in case of non availability of such certificate the decision of the purchaser shall be final in this regard.	
9.	The specifications of products offered by the Bidder along-with Literature/ Catalogue / Leaflets containing each required specification referenced and highlighted on them also bringing out special features, if any .	
10.	Recent solvency certificate from bankers for the value not less than Rs Ten Lakh, not older than 6 months.	
11.	Each page of the tender should be numbered and signed by the Bidder with the seal of the firm.	

**Signature of the Bidder
Name & Address with Stamp**

**For official use only)
Bid (PQB) Accepted for further processing.**

*** Bid rejected (Reasons for rejection.....)**

Annexure-2

Checklist for PQB

Tender Enquiry No: DHSGSU/2015/01 Due for opening on: _____

Name of the tender: Annual Rate Contract for procurement of Laboratory Chemicals/Glasswares/Plastic wares and Filters.

Qty: - "As and When required basis" of Laboratory Chemicals/Glass-wares/Plastic wares and Filters

Following documents are required to be submitted in the Pre-Qualification Bid.

Sl. No.	Items to be submitted	Remarks
1.	Covering letter indicating the list of all enclosures.	
2.	Original/downloaded tender document duly filled in, signed and stamped by the bidder or his authorized representative of the bidder.	
3.	Declaration in Annexure 4 along-with Bid Security (EMD) in original	
4.	Pre-receipted acknowledgement for the refund of Bid Security.	
5.	Additional Information of the Bidder duly signed by the bidder or authorized representative of the bidder in the Performa and format as given in Annexure-3	
6.	Declaration in Annexure 5 along-with attested Copies of following: i. Income Tax Return for the last three years, ii. PAN No., iii. Service Tax iv. VAT Registration Certificate	
7.	Undertaking to accept Terms and Conditions of the Tender document and to comply with them as per ANNEXURE 6 on Non-Judicial stamp paper of denomination of Rs. 50/- duly notarized and signed by the bidder or authorized representative of the bidder.	
8.	Recent solvency certificate from bankers for the value not less than Rs. 50 Lakh, not older than 6 months.	
9.	The bidder dealer or its authorized distributor as the case may be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it.	

**Signature of the Bidder
Name & Address with Stamp**

(For official use only)

Bid (PQB) Accepted for further processing.

*** Bid rejected (Reasons for rejection.....)**

Annexure-3

Additional Information

(To be sent to the Office of the Asstt. Registrar Store & Purchase Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) so as to reach on or before the last date and time of the closing of the bid)

Tender Enquiry No. : DHSGSU/2015/01

Date:17.08.2015

Tender Enquiry & ID Number: _____

1.	Name & Address of Bidder	:	
2.	Permanent Income Tax A/c No. of the bidder	:	
3.	Details of the Banker of the Bidder:		

1.	Name of Bank	:	
2.	Address of the Branch	:	
3.	Phone No.	:	
4.	RTGS/IFS Code No	:	
5.	Bank A/c No.	:	
6.	Type of A/c	:	
7.	MCIR code	:	

4. Business Name and constitution of the Bidder firm. Also state if the firm is registered under

- i) The Indian Companies Act, 1956
- ii) The Indian Partnership Act, 1932
- iii) Any act, if not, who are the owners. (Please give full Names and Address)

5. Whether the Bidder firm is/ are

- i) Manufacturer
- ii) Manufacturer's Authorized agent

Note: In case of being Manufacturer's Agent, enclose a copy of latest Manufacturer's Authorization along with the Tender.

iii) Whole seller/Retailer

6. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further:-

(i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.

(ii) If the answer to (i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

7. State whether business dealing with you has been banned by any Central/ State Government Organization? If so, give details.

Signature of witness

Signature of Bidder

Full Name and Address of Witness

- 1. Full name & address of the Person signing (In BLOCK LETTER)
- 2. Whether signing as Proprietor/ Partner /Constituted Attorney / duly authorized By-company.

ANNEXURE-4

Bid Security (EMD)

Tender Enquiry No: DHSGSU/2015/01

Date: 17.08.2015

Name of the tender: **Annual Rate Contract for procurement of Laboratory Chemicals / Glass-wares/Plastic wares and Filters**

Bid Security (EMD) as required by this Tender Enquiry (T/ No. _____) is being submitted in the form of Demand Draft/ pay order/FDR/Bank Guarantee in original favoring The **Registrar Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)** and duly discharged in his favour in advance.

Details of Demand Draft/Pay order/FDR/Bank Guarantee attached:

No. _____ Dated _____

Drawn on (Bank) _____

Amount _____

**Signature of the Bidder
Name & Address with stamp**

ANNEXURE-5

Income Tax Return & PAN Number

Tender Enquiry No: DHSGSU/2015/01

Date: 17.08.2015

Name of the tender: Annual Rate Contract for procurement of Laboratory Chemicals / Glass-wares/Plastic wares and Filters

Copies of IT Returns, PAN Number, Service Tax Registration, & VAT/Sales Tax Registration as required by this Tender Enquiry (T/ No._____) are being submitted along with this tender as per details given below.

Sl. No.	Description	Remarks
i.	Copies of Income Tax Returns for the Assessment Years (for last three years)	
ii.	Copy of Permanent Account Number	
iii.	Copy of Service Tax Registration Number, if any	
iv	Copy of VAT/Sales Tax Registration Number	

**Signature of the Bidder
Name & Address with stamp**

Annexure - 6

UNDERTAKING

(To be submitted on Rs100/- Stamp paper)

Tender Enquiry No: DHSGSU/2015/01

Date: 17.08.2015

I/ we _____ hereby declare that:

1. I/ we am/are the Manufacturers / Authorized Agents / Distributors/whole seller of _____
_____ have examined the above mentioned tender document including amendment/ corrigendum (if any) the receipt of which is hereby confirmed.
2. I/ we do hereby offer to supply the stores at the prices and rates mentioned in the price bid.
3. I/we have quoted "**destination price**" i.e. at **Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)** inclusive of all statutory taxes i.e. VAT, Service Tax, Excise Duty etc as applicable, insurance, forwarding charges, packaging & handling, charges, third party expenses, and all other charges.
4. I/ we agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
5. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
6. I/we agree for the all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
7. The tender document has been downloaded from the official website i.e. www.dhsgsu.ac.in tender for bidding purpose is a true copy of the original.

**Signature of the witness
Name & Address of witnesses
Bidder with seal**

**Signature of the Bidder
Name & Address of the**

Annexure-7

Checklist for Technical Bid

Tender Enquiry No: DHSGSU/2015/01

Date: 17.08.2015

Name of the tender: Annual Rate Contract for procurement of Laboratory Chemicals / Glass-wares/Plastic wares and Filters Qty: - "As and when required basis" of Laboratory Chemicals /Glass-wares/Plastic wares and Filters.

Following documents are required to be submitted in the TECHNICAL Bid.

Sl. No.	Items	Remarks (Yes/No)
1.	Compliance statement in the prescribed format as per Annexure-9 . Deviations, if any, in the specifications of the offered stores must be brought out clearly with appropriate justifications in form of a deviation statement in the same Annexure.	
2.	Literature/Catalogue/Leaflets containing each required specification referenced and highlighted on them also bringing out special features, if any.	
3.	Copy of the Manufacturing License/Certificate / complete Photocopy of registration with NSIC/DGS&D/SSI/DIC/Registrar of Companies etc. of the Manufacturers along- with the list of items.	
4.	Proof of successful execution along-with certified copies of the valid Rate Contract/purchase orders/indents executed for providing of identical/ similar stores /Liveries items to other Govt. Hospitals/ Institutions in India in the recent past. However, in case of non availability of such certificate the decision of the purchaser shall be final in this regard.	
5.	List of samples: - All the samples, as per specification, should be deposited in sealed bag duly super-scribed "SAMPLES OF ALL QUOTED ITEMS" as per list and as per serial no of Tender Document on or before the final date & time of bid submission and a list of samples provided should be given separately .The approval/selection of items would be on the basis of their samples. Samples of Quoted items should be submitted by the bidder free to cost to AM (stores) through challan and proper receipt be obtained before the last date of tender submission. The approved samples by the committee shall not be on returnable basis and unapproved samples on returnable basis. In the event, the supplied items do not match the sample provided; the material will be summarily rejected.	

In case of non- submission of requisite document(s) or providing of incomplete technical details by the bidder, the bid is liable to be cancelled during the technical evaluation stage without any further reference, whatsoever.

**Signature of the Bidder
Name & Address with Stamp**

(For official use only)

Bid (Technical) Accepted for further processing.

*** Bid rejected (Reasons for**

rejection.....

Annexure-8
Specifications

Tender Enquiry No: DHSGSU/2015/01

Date: 17.08.2015

Name of the Tender: Annual Rate Contract for procurement of Laboratory Chemicals / Glass-wares /Plastic wares and Filters Qty: - "As and when required basis" of Laboratory Chemicals /Glass-wares/Plastic wares and Filters

TECHNICAL BID-

S. No	Item Name	Desired Chemical Composition of the Chemical as & when required
1.	Laboratory Chemicals	
2.	Laboratory Glass Wares	
3.	Plastic Ware and Filter papers	
4.	Filter	

Remarks:- All samples are required at the time of technical evaluation stage

Corresponding details to be provided by the bidder in the tender format for technical bid.

Instruction for filling:

1. **Submission of sample of each item are compulsory by the bidders to be submitted before due date of tender opening. However product is liable for rejection due to non-submission of sample on demand by the University.**

Signature of the Bidder
Name & Address with Stamp

Annexure-9
Compliance Statement

Tender Enquiry No: DHSGSU/2015/01

Date: 17.08.2015

Name of the Tender: Annual Rate Contract for procurement of Laboratory Chemicals / Glass-wares/Plastic wares and Filters

S. NO	ITEMS NAME	Make/Brand (Please specify)	Compliance (Yes or No)	If. No Deviations (in Unambiguous Terms)
1.	Laboratory Chemicals			
2.	Laboratory Glass ware			
3.	Plastic Ware and Filter papers			

**Signature of the Bidder
Name & Address with Stamp**

**PROFORMA OF BANK FOR BID GUARANTEE FOR BID SECURITY BY AGENTS FOR
AND ON BEHALF OF PRINCIPAL SUPPLIER**

(to be stamped in accordance with relevant Act).

Ref:

Bank Guarantee No.

Registrar,

Dr. Harisingh Gour

Vishwavidyalaya, Sagar (M.P.),

Dear Sir,

In accordance with your NIT No. dated

M/s [The Principal Supplier]

having its registered / Head office at through its agent M/s

[herein after called the "Bidder"] having its Registered/ Head office at

..... wish to participate in the said bid by virtue of its Authority

Letter/ Power of Attorney No. Dated

issued by the Principal Supplier in favour of M/s

[Bidder] for

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of*

..... valid up to **, is required to be

submitted by the bidder as a condition precedent for participation in the said bid, which

amount is liable to be forfeited on the happening of any contingencies mentioned in the bid

documents.

We, the Bank at having our head

office at # guarantee and undertake to pay

immediately on demand by The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar

(M.P.) the amount* (in figures and words) without

any reservation, protest, demur and recourse. Any Such demand made by said owner shall

be conclusive and binding on us irrespective of any dispute or difference raised by the

bidder.

This guarantee shall be irrevocable and shall remain valid up to

..... . If any further extension of this guarantee is required, the

same shall be extended to such required period (not exceeding one year) on receiving

instruction from M/s [The Bidder] on whose behalf guarantee

is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this

.....

Day of 2015 at

Witness

Signature

Name

.....

Signature

Official Address

Name.....

Designation

Bank's Common Seal

Power of Attorney No.

**PROFORMA OF BANK FOR BID GUARANTEE FOR BID SECURITY BY PRINCIPAL
SUPPLIER QUOTING DIRECTLY**

(to be stamped in accordance with relevant Act).

Ref:

Bank Guarantee No.

Registrar,
Dr. Harisingh Gour
Vishwavidyalaya, Sagar (M.P.)

Dear Sir,

In accordance with your NIT No. dated
M/s having its registered/
Head office at wish to +participate
in the said bid .

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of*
..... valid up to **, is required to be
submitted by the bidder as a condition precedent for participation in the said bid, which
amount is liable to be forfeited on the happening of any contingencies mentioned in the bid
documents.

We, the Bank at having our head
office at guarantee and undertake to pay
immediately on demand by The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar
(M.P.) the amount* (in figures and words) without
any reservation, protest, demur and recourse. Any Such demand made by said owner shall
be conclusive and binding on us irrespective of any dispute or difference raised by the
bidder.

This guarantee shall be irrevocable and shall remain valid up to
..... . If any further extension of this guarantee is required, the
same shall be extended to such required period (not exceeding one year) on receiving
instruction from M/s on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this
.....

Day of 2015 at

Witness

Signature

Name

.....

Signature

Official Address

Name.....

Designation

Bank's Common Seal