



OFFICE OF THE REGISTRAR :: DIBRUGARH UNIVERSITY :: DIBRUGARH
 No.: DU/ADMN/AR/ARC/ITEMS/2023/23(A) Date: 20/10/2023

NOTICE INVITING TENDER

Tenders are invited under two-bid system, from registered vendors of Dibrugarh University for Annual Rate Contract for the supply of laboratory chemicals, glass wares, plastic wares, filters and accessories on behalf of Dibrugarh University, Dibrugarh, Assam. Tender should be submitted on or before stipulated date as mentioned in the tender document.

Brief of Tender:

Work Description	Quantity	Cost of Tender Document	Estimated cost of Contract in Rs.	EMD in Rs.
TENDER FOR RATE CONTRACT OF LABORATORY CHEMICALS, GLASSWARES, PLASTICWARES, FILTERS AND ACCESSORIES	As an when required	NIL	20,00,000/-	30,000/-

CRITICAL DATES OF TENDER:

Sl.No	Particulars/Date	Date	Time
1	Date & Time of availability of Tender Papers	20/10/2023	09:30 A.M.
2	Bid Submission Start Date & Time	From 30/10/2023	09:30 A.M. to 05:00 P.M.
3	Bid Submission End Date & Time	Till 10/11/2023	09:30 A.M. to 05:00 P.M.
4	Technical Bid Opening Date	11/11/2023	AT 02:30 P.M.

1. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.
2. After getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked/required, otherwise, the bid will be rejected.
3. Submission of tender document confirms that bidder has unconditionally accepted all terms and conditions stipulated in the tender document.
4. The bidder has to submit the tender well in advance before the prescribed time to avoid any delay or problem during the submission process.
5. In case the date of opening of tenders declared is a holiday or off day, the tenders shall be opened on the next working day at given time.

Registrar
 Dibrugarh University

A) TECHNICAL QUALIFICATION CRITERIA

1. Earnest Money Deposit (EMD) should be submitted in form of Demand Drafter PBG in favour of the Registrar, Dibrugarh University, Dibrugarh. EMD of unsuccessful bidders will be refunded after fictionalization of the tender. No interest shall be payable on EMD. EMD may be deposited through NEFT/RTGS to following detail (UTR No. Should be submitted in hard copy):

Name: The Registrar, Dibrugarh University
 Name of Bank: State Bank of India
 Account No.: 10275510117
 MICR Code: 786002004
 IFCS code: SBIN0002051
 Branch: Dibrugarh University Campus

2. The firm must submit an Undertaking on its letter head that they have not been blacklisted by any State Government/Central Govt./PSU Department/ Other Organization; not convicted by court of law; acceptance of all terms and conditions of the tender document.

3. No Near Relative Certificate/ Declaration should be submitted as given in *Annexure – II*.

4. Copy of authorization Letter issued in the name of distributor/ dealer. After Materializing of agreement with the manufacturer, orders may be placed to the distributor/ dealer as mentioned in the aforementioned authorization letter.

3. Exemption/ Relaxation Claim (*Annexure – V*) along with requisite documents.

4. Copy of Manufacturer's valid license/ registration.

B) TECHNICAL BID

The Technical bid should be submitted having following documents

- i) EMD.
- ii) Undertaking *Annexure-I*
- iii) No Near Relative Certificate/ Declaration Annexure - II.
- iv) Authorization letter issued in the name of distributor/dealer.
- v) Exemption/ Relaxation Form (Annexure – V) along with requisite documents, if exemption/ relaxation claimed.
- vi) Manufacturer's valid license/ registration.

Bidders registered as MSEs will be allowed exemption in EMD, as per Rule 170 of GFR 2017. Exemption and/ or relaxation can be claimed by submitting copy of certificate/license/ any other document as per the rules/norms.

C) PRICE BID

- i) The Price bid should be submitted in prescribe format.
- ii) The price bids of only those firms will be opened who are found technically qualified after evaluation technical bids, based on the documents & information submitted by the tenderer.
- iii) The quoted rates should mention all taxes (except GST), loading, unloading, transportation etc.
- iv) GST will be paid as per rule.
- v) Rates given in price list of manufacturers will be taken in to account for placing orders after taking effect of discount offered.
- vi) Price bids will be finalized based on highest discount offered for products of a particular brand.
- vii) All such bidders will be offered to enter in to a rate contract who were found qualified as per above.

ANNEXURE-I
GENERAL TERMS AND CONDITIONS

1. RATES:

i) Rates quoted should be in Indian Rupees (INR) on FOR destination at Dibrugarh University, Dibrugarh on DOOR Delivery basis, inclusive/ mentioning of all the charges including all taxes, packing, unpacking, loading, unloading, transportation and insurance etc.

2. VALIDITY:

- i) The quoted rates must be valid for a minimum period of 120 days which shall be reckoned from the date of opening for price bid.
- ii) If tenderer denies honouring any purchase order or withdraws his/her offer during the said validity period EMD or Performance Security Deposit shall stand forfeited.

3. CONTRACT:

- i) The qualified tenderer (s) who is offered the rate contract will have to give acceptance within 07 days on receipt of such communication. Further, an agreement having terms and conditions laid down in tender documents will require to be signed on prescribed format within 15 days of acceptance of such order.
- ii) The agreement would be signed on a non-judicial stamp paper of Rs 1,000/- and cost of which is to be borne by the qualified tenderer.
- iii) The contract will remain valid up to one year from the date of agreement and it will be extendable up to maximum of three years.

4. DELIVERY:

- i) Delivery of desired item at Dibrugarh University will have to be completed within time period of 10 days from date of issue of purchase order.
- ii) Suitable extension of time may be granted on reasonable ground.

5. FORCE MAJEURE:

- i) "Force Majeure" shall mean any event beyond the reasonable control of the purchaser and/ or supplier 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 thereof within fourteen (14) days after the occurrence of such event.
- iii) Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not:
- 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 non-performance is caused by the occurrence of an event of Force Majeure.

6. PERFORMANCE SECURITY DEPOSIT:

- i) The successful tenderer (Supplier) will be required to furnish a performance security deposit of Rs. 50,000/- (Rupees Fifty Thousand) only
- ii) The Performance Security Deposit shall be in the form of Demand Draft/Bank Guarantee from any Nationalized Bank including SBI in favour of the Registrar, Dibrugarh University, Dibrugarh.
- iii) It shall be submitted within 21 days from the date of communication of award.
- iv) It shall remain valid up to 60 days beyond all contractual/ obligations.

7. TERMS OF PAYMENT:

- i) 100% payment will be made on successful delivery.
- i) The University shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalty, if any.
- ii) The payment mentioned in this point includes all types of payments due to the supplier arising on account of this contract.
- iii) All payments shall be made by NEFT/RTGS/DBT only after fulfilment of a) and b) above. Supplier should provide bank account detail in the following format:

1	Name of Bank	
2	Address of the Branch	
3	IFSC	
4	Bank Account No.	
5	Type of Account	

8. PENALTY FOR DELAYED DELIVERY:

- i) In the event of delayed delivery, Installation & Commissioning i.e. after the expiry of the period as mentioned in P.O., the bidder shall be liable for a penalty deduction at a rate 1% per week of delay to be computed on per day basis.
- ii) The maximum levy of compensation shall be 5% of the contract value.

9. DISPUTE:

In case of any disputes, the decision of the Vice Chancellor of Dibrugarh University shall be final and binding on the Bidders.

10. ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carryout the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the university and the Bidder/ contractor in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration appointed by the Vice Chancellor, Dibrugarh University who shall give written award of his decision to both the parties.

- iii) All legal disputes shall be subjected to jurisdiction of Dibrugarh court(s) only.

11. GENERAL INSTRUCTIONS:

- i) Any other term/rule/clause not specifically mentioned here, GFR 2017 shall be referred.
- ii) Intending tenderers are advised to visit the website www.dibru.ac.in regularly till closing date of submission of the tender for any corrigendum/addendum/amendment which could be uploaded subsequently against this tender.
- iii) No unsolicited correspondence shall be entertained after submission of the offer.
- iv) If an order is placed with the firm, the purchase shall be governed by an agreement as per the University rules in force at the time.
- v) To safe guard the interests of the University, additional terms & conditions will be incorporated in the purchase order, if needed.
- vi) The Bidder(s) must have valid authorization of the respective companies.
- vii) The Bidder(s) should not be involved in any Bankruptcy filing for protection from it.
- viii) The necessary service support should be provided by Bidder(s) during the agreement period.
- ix) In case the tenderer withdraws, modifies or changes his/her offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof.
- x) Conditional bids shall be summarily rejected.
- xi) The Registrar, Dibrugarh University reserves the right to accept or reject any bid or tender and / or withdraw the Purchase Order without assigning any reason, whatsoever.

ANNEXURE- I

(To be submitted on letter head of the tenderer firm/organization)

UNDERTAKING

1. I/we undertake that I/we have carefully studied all the terms and conditions as mentioned in the tender document and all terms and conditions are acceptable to me as a bidder.
2. I/we undertake that my firm/organisation------(name of firm/organisation) has not been blacklisted/ debarred by Central Govt./ State Govt./ Any Govt. Organisation/ PSU.
3. I/we undertake that my firm/organisation------(name of firm/organisation) has not been convicted by court of law.
4. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.

Seal and signature of Tenderer along with official stamp

NO NEAR-RELATIVE CERTIFICATE/ DECLARATION

(To be submitted by authorized signatory)

I..... son/daughter/wife of Shri.....
 Authorised signatory of M/s (Name and address of the bidder) is competent to sign this
 declaration and execute the tender document.

I resident of hereby certify that none of relatives of
 mine/proprietor/partners/directors is/are employed in the Dibrugarh University. In case at any
 stage it is found that the information given by me is false/ incorrect the purchaser shall have
 the absolute right to take any action as deemed fit/without any prior information to me.
 The Information/documents furnished, along with the tender document are true and authentic
 to the best of my knowledge and belief. I am well aware of the fact that furnishing of any
 false information/fabricated documents would lead to rejection of my tender at any stage
 besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Signatory)

Full Name:

Address:

Seal:

Date:

Place:

ANNEXURE - III

PROFORMA OF BANK GUARANTEE FOR BID SECURITY
(to be stamped in accordance with relevant Act).

Ref: Bank Guarantee No.

Registrar,
Dibrugarh University
Dibrugarh, Assam

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, theBank at having our head office at
..... guarantee and undertake to pay immediately on demand by the
Registrar, Dibrugarh University 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 of2023 at

Witness

Signature
Name.....
.....
Address

Signature
Name.....
Designation
Bank's Common Seal
Official Address

ANNEXURE -IV

Agreement to be signed for supply of chemicals etc.
(to be stamped in accordance with relevant Act)

This agreement is made on day of between the Registrar, Dibrugarh University, hereinafter referred to as "The Dibrugarh University",

And
M/s a registered company with registered office at -----
-----called as "Supplier" and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the "Supplier" has tendered for providing for Supply to "Dibrugarh University" as per the terms and conditions mentioned in the tender document.

Whereas such tender has been accepted by the Dibrugarh University and the "Supplier" has deposited with the tendering Authority the sum of Rupees00 (Rs. only) as Performance Security Deposit for the fulfilment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The " Supplier " has accepted the contract on the terms and conditions set out in the Tender Inviting Notice No. DU/ADMN/AR/ARC/ITEMS/2023/23(A) dated 20/10/2023 which shall hold good during period of this Agreement.
2. Supplier agreed to provide the desired item at the rate mutually agreed upon and within time period of as per tender document/ PO days from the date of receiving of purchase order issued by the Dibrugarh University.
3. The Equipment/Items provided with a consolidated warranty of two years on all parts of the Equipment/item.
4. Upon breach by the "Supplier" of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine the same and put an end to this agreement without prejudice to the right of "The Dibrugarh University", to claim damages for antecedent breaches thereof on the part of the " Supplier " and also to reasonable compensation for the loss occasioned by the failure of the " Supplier " to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the " Supplier " to "The Dibrugarh University".
5. Upon the determination of this agreement whether by efflux of time or otherwise, performance security deposit shall after the expiration of two months from the date of such determination be returned to the "Supplier " without any interest and after deducting there from any sum due by the "Supplier " to "The Dibrugarh University", under the terms and conditions of this agreement.

6. The Tendering Authority may give notices in connection with the contract. Inconsideration of the payments to be made by the University to the " Supplier " herebycovenants with the University to provide the equipment and to cure defects therein, inconformity with all the provisions of the Contract.

7. The Tendering Authority hereby covenants to pay the " Supplier " in consideration of the equipment and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

8. In case of not supplying items except the Tendering Authority shall be entitled to forfeit performance security deposit of the Supplier.

9. In the event of action to be taken, the " Supplier " shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bill/ claim of the " Supplier " be made good by a credit note within the stipulated period for the purpose.

10. This agreement shall remain in force as prescribed in the tender document.

11. All other terms & conditions of the tender document will be part of the agreement. Saving Clause: Notwithstanding whatever mentioned in the above clauses supplier will abide by rule/norms/guidelines of Govt. of India issued from time to time.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Authorized Signatory Authorized Signatory
For and on behalf of For and on behalf of M/s.....

Witness 1

Witness 2

Dibrugarh University

Witness 1

Witness 2

EXEMPTION/ RELAXATION CLAIM FORM

I-----S/D/W of ----- is authorized
signatory of M/s-----
participating intender No.-----

I am claiming exemption/ relaxation for following clauses of technical requirement:

- 1.-----
- 2.-----
- 3.-----

Copy(ies) of rules/ norms of Government of India and requisite registration/ license as mentioned below is/ are attached for consideration:

- 1.-----
- 2.-----
- 3.-----

Seal and signature of bidder

ANNEXURE- VI (L.No. -1)

(Laboratory Chemicals) Price Bid

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

Qty: - As and when required basis of Laboratory Chemicals/Glass-wares/Plasticwares, Filters and Accessories.

(Bidders should quote "destination price" i.e. at Dibrugarh University mentioning all statutory taxes (except GST), Insurance, forwarding charges, packaging and handling charges, thirdparty expenses and all other charges etc. in the prescribed format only. GST will be paid as per rule.)

Sl. No.	ITEMS NAME	Make/ Brand & Packing etc (Pack size compulsorily to be mentioned in offer	Unit	Rate	% of Discount
1	Laboratory Chemicals			As per price list of the manufacturer	

Signature of the Bidder
Name & Address with Stamp

ANNEXURE- VII (I.No. -2)

(Laboratory Glass ware) Price Bid

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

Qty: - As and when required basis of Laboratory Chemicals/Glass-wares/Plasticwares, Filters and Minor Instruments.

(Bidders should quote "destination price" i.e. at Dibrugarh University mentioning all statutory taxes (except GST), Insurance, forwarding charges, packaging and handling charges, thirdparty expenses and all other charges etc. in the prescribed format only. GST will be paid as per rule.)

Sl. No.	ITEMS NAME	Make/ Brand & Packing etc (Pack size compulsorily to be mentioned in offer	Unit	Rate	% of Discount
1	Laboratory Glass ware			As per price list of the manufacturer	

Signature of the Bidder
Name & Address with Stamp

ANNEXURE- VIII (I.No. 3)

(Plastic Ware and Filters) Price Bid

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

Qty: - As and when required basis of Laboratory Chemicals/Glass-wares/Plasticwares, Filters and Accessories.

(Bidders should quote "destination price" i.e. at Dibrugarh University mentioning all statutory taxes (except GST), Insurance, forwarding charges, packaging and handling charges, thirdparty expenses and all other charges etc. in the prescribed format only. GST will be paid as per rule.)

Sl. NO	ITEMS NAME	Make/ Brand & Packing etc (Pack size compulsorily to be mentioned in offer	Unit	Rate	% of Discount
1	Laboratory Plastic Ware and Filters			As per price list of the manufacturer	

Signature of the Bidder
Name & Address with Stamp

ANNEXURE- IX (I.No. 4)
(Accessories) Price Bid

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

Qty: - As and when required basis of Laboratory Chemicals/Glasswares/Plastic wares, Filters
and Accessories.

(Bidders should quote "destination price" i.e. at Dibrugarh University mentioning all statutory
taxes (except GST), Insurance, forwarding charges, packaging and handling charges,
thirdparty expenses and all other charges etc. in the prescribed format only. GST will be paid
as per rule.)

Sl. NO	ITEMS NAME	Make/ Brand &Packing etc (Pack size compulsorily to be mentioned in offer	Unit	Rate	%of Discount
1	Laboratory Accessories			As per price list of the manufacturer	

Signature of the Bidder
Name & Address with Stamp