

GOVERNMENT OF RAJASTHAN

Medical & Health Department

Drugs Testing Laboratory, Rajasthan

Sethi Colony, Jaipur

Tel-Fax : 0141-2618665

TENDER DOCUMENT

For Supply of Chemicals, Glassware,
Plasticwares & Filter Paper etc.

Name & Address of the firm to whom sold
M/S
.....
.....

Telephone Telegram Code
Fax No.


Note: - TENDER FORM IS NOT TRANSFERABLE

Tender Form Fee {Non-refundable} : Rs 200/- [Two Hundred only]

By Hand/Downloaded By way of Banker Cheque / Demand Draft in favour of "Deputy
Director, Drugs Testing Laboratory" payable at Jaipur

Rs 300/- (Rs Three Hundred only, If required by registered post)

NIT NO.		DTL/04/2016-17
LAST DATE FOR SALE OF TENDER DOCUMENT		09.03.2017 till 11:00 AM
DATE AND TIME FOR SUBMISSIN OF TENDERS		09.03.2017 till 1:00 P.M
DATE & TIME OF OPENING OF TENDERS (Technical Bid)		09.03.2017 at 2:00 P.M
PLACE OF OPENING OF TENDERS		DRUGS TESTING LABORATORY, JAIPUR
ADDRESS FOR COMMUNICATION		DEPUTY DIRECTOR, DRUGS TESTING LABORATORY, SETHI COLONY, JAIPUR RAJASTHAN Tel-Fax : 0141-2618665



GOVERNMENT OF RAJASTHAN
Medical & Health Department
Drugs Testing Laboratory, Rajasthan
Sethi Colony, Jaipur
Tel-Fax : 0141-2618665

NOTICE INVITING BID (NIB)

Tender No. DTL/04/2016-17


Dated 27.02.2017

Tenders are invited from prominent manufacturers and their Authorized Dealers / Authorized Distributors for Supply of Laboratory Reagents, Chemicals, Glass Ware, Plastic Ware and Filter papers etc. at Drugs Testing Laboratory, Jaipur under two bid system in sealed cover.

Tender Document Fee	Estimated Cost	Earnest Money (Cash/DD/BC)	Last date of tender submission	Date of tender opening (Technical Bid)
Rs 200.00	Rs 4.30 lacs	Rs 8600.00	09.03.2017 01:00 PM	09.03.2017 03:00 PM

Detailed Description, Term & Conditions of Tender Document may be seen and or may be downloaded from State portal website www.sppp.rajasthan.gov.in and Medical & Health Department website www.rajswasthya.nic.in or may be obtained directly from the Office of Deputy Director, Drugs Testing Laboratory, Rajasthan, Sethi Colony, Jaipur 302004 on any working day except Saturday/Sunday/Holiday on paying cost of tender form. In case tender form is downloaded from website tender fee in form of DD/BC in favour of Deputy Director, Drugs Testing Laboratory payable at Jaipur should be enclosed with bid document otherwise bid will not be considered.

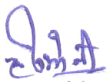
The Deputy Director reserves the right to reject all / any application received from the Bidder without assigning and reason thereof.


Deputy Director
Drugs Testing Laboratory
Rajasthan, Jaipur

GOVERNMENT OF RAJASTHAN
Medical & Health Department
Drugs Testing Laboratory, Rajasthan
Sethi Colony, Jaipur-3020004

Schedule of Bid

Sr.No.	Schedule	Particulars
1.	Cost of Tender Form	Tender Form Fee {Non-refundable} : Rs 200/- [Two Hundred only] By Hand/Downloaded By way of Banker Cheque / Demand Draft in favour of "Deputy Director, Drugs Testing Laboratory" payable at Jaipur Rs 300/- (Rs Three Hundred only, If required by registered post)
2.	Last date of Sale of tender document	09.03.2017 ; 11:00 AM
3.	Date of Submission of tender	09.03.2017 ; 01:00 PM
4.	Date of Opening of Technical Bid	09.03.2017 ; 02:00 PM
5.	Earnest money Deposit	Tender shall be accompanied by an earnest money Rs 8,600.00 (Rs Eight Thousand Six Hundred only) without which tender will not be considered. The amount should be deposited as Bank Drafts/Bankers cheque of the scheduled Bank in favour of " Deputy Director, Drugs Testing Laboratory " payable at Jaipur.



GOVERNMENT OF RAJASTHAN
Medical & Health Department
Drugs Testing Laboratory, Rajasthan
Sethi Colony, Jaipur-3020004

NOTICE INVITING BID (NIB)

For Supply of Laboratory Chemicals, Glass Ware, Plastic Ware & Filter Paper etc.

1. Sealed tenders are invited under Two bid system (Part-I Earnest Money and Technical bid & Part-II Financial bid) from prominent manufacturers and their Authorized Dealers /Authorized Distributors.

2. The cost of Tender Document is Rs.200/- (Rs Two hundred only) (Non Refundable). Tender document can be had in person from the undersigned on any working day till 09.03.2017 during office hours except Saturday/Sunday/Holiday on payment of said cost in the form of Demand Draft in favour of "Deputy Director, Drugs Testing Laboratory, Jaipur", payable at Jaipur. The Tender Document can also be downloaded from the State portal website www.sppp.rajasthan.gov.in or Medical & Health Department website www.rajswasthya.nic.in . In this case it is necessary for the Bidder to pay the cost in the form of Banker Cheque or Demand Draft drawn in favour of "Deputy Director, Drugs Testing Laboratory, Jaipur", payable at Jaipur and is kept in the Technical Bid Envelope. The reference of the DD is to be super scribed on the main envelope of Technical Bid.

3. The Parties interested for any clarification, should send their Bid enquiries (if any) to office of Deputy Director, Drugs Testing Laboratory, Jaipur.

4. The amount of Earnest money deposit is Rs 8,600.00 (Rs Eight thousand six hundred only) **as shown in tender form (NIB)** (Non-Interest bearing). This Earnest money deposit is compulsory. The Bidder is required to deposit earnest money along with their Technical Bid document in Technical Bid Envelope in the form of Banker Cheque/Demand Draft from any Nationalized Bank and the same should be drawn in favour of "**Deputy Director, Drugs Testing Laboratory** " payable at Jaipur.

5. The Bidder is required to prepare two sealed cover super scribed as (i) Cover-I- Technical Bid, and (ii) Cover-II -Financial Bid. Both covers should be kept in one main sealed cover super scribed as "Tender for supply of Laboratory Chemicals, Glass Ware, Plastic Ware & Filter paper etc. due on 09.03.2017 " .

6. The Bidder has to drop the cover sealed in above manner in the Tender Box kept at the Office of Deputy Director, Drugs Testing Laboratory, Sethi Colony Jaipur 302004 or before 09.03.2017 by 1:00 PM. positively. The tender shall not be accepted beyond the stipulated date and time under any circumstances whatsoever.



7. The Technical bid will be opened on the same day (09.03.2017) at 02:00 PM by a Committee constituted by the competent authority of DTL Jaipur, in its office in the presence of the Bidders or their authorised representative who wish to be present. The date and time for opening of financial bids of the technically qualified Bidders shall be communicated later as per convenience of this office.

8. The Authority reserves the right to reject/cancel any or all the tenders at any time or to relax/amend/withdraw any of the terms and conditions as contained in the Tender Documents without assigning any reason, thereof. Any inquiry after submission of the tender will not be entertained.

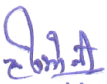
9. Bidders shall not approach for refund of EMD till the finalization of the tendering process and award of contract to qualifying Bidder. If any Bidder approaches for EMD, it will be forfeited at the discretion of the competent authority of DTL Jaipur. EMD shall be refunded to the unsuccessful bidders supply of order of contract to the successful bidder/bidders.

10. DTL Jaipur reserves the full rights to increase/decrease the quantity of items in the tender as per requirement.

11. Any dispute is subject to the jurisdiction of Civil Court Jaipur.

12. The Tender Document has been divided into the following Sections:-

- Section-1: General Instructions to Bidders
- Section-2: Terms and Conditions of Contract
- Section-3: Schedule of requirements
- Section-4: Technical Bid
- Section-5: Check List
- Section-6: Financial Bid
- Section-7 Declaration by Bidder (On Stamp Paper)
- Section -8 Declaration by Bidder (On original letter head)
- Section-9 Manufacturer Authorization Form (On original letter head)
- Section-10 Format of Appeal under RTTP act
- Section-11 Catalogue of items
- Section-12 Directions for Bidders /Bidders



SECTION -1

Special Instructions for the Supply of Chemicals , Glassware Plasticware and filter paper etc.

Note : Bidder should read these conditions carefully and comply strictly while sending their tenders.

Important Instruction :- The law relating to procurement " The Rajasthan Transparency in Public Procurement Act,2012 "[hereinafter called the Act] and The Rajasthan Transparency in Public Procurement Rules,2013 [hereinafter called the Rules] under the said act have come into force which are available on the website of State Public Procurement portal <http://sppp.rajasthan.gov.in>.Therefore bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this bidding document, the provision of the Act and the Rules will prevail.

1.The Bidder must fulfil the following specifications/conditions:-

(a)A Registered Office or Branch Office located at Jaipur HQ. Availability of a responsible person on call on all working days between 09.30 Hrs to 18.00 Hrs is essential.

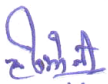
(b) The Bidder should have its own Bank Account, PAN, TAN, TIN, VAT and Service Tax Number.

(2) Authenticity of Item/article:

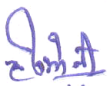
(a)The selected bidder shall certify that the supplied items/items/item/articles are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

(b)The said items/items/item/articles be discovered / unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said items/item/articles, the purchaser will be entitled to reject the said items/item/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the items/item/articles will be at the selected bidder's risk and all the provisions relating to rejection of items/item/articles etc., shall apply. The selected bidder shall, if so called upon to do, replace the items/item/articles etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

(c)Items/item/articles accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.



- (3) Following documents should be enclosed with the tender document:
- (a) Declaration towards possessions of Certificate of Analysis [Only for chemicals]
 - (b) Copy of certificate towards Material Safety Data Sheet (MSDS) for each item. [Only for chemicals]
 - (c) Company /Manufacturer must be ISO certified company. Copy of certificate must be enclosed.
 - (d) The details (Name, Address, Contact Person, Contact No.) of the authorized dealer/Stockiest who shall execute the order at Drugs Testing Laboratory. (In case Bidder is Manufacturer)
- (4) Specifications and Standards:
All items/items/item/articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever items/item/articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those items/item/articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the items/item/articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- (5) Technical Specifications:
- (a) The Supplier/ Selected Bidder shall ensure that the items/item/articles and related services comply with the technical specifications and other provisions of the Contract.
 - (b) The items/item/articles and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the pharmacopial standards whose application is appropriate to the country of origin of the Items/item/articles.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- (6) Packing and Documents:
- (a) The Supplier/ Selected Bidder shall provide such packing of the Items/item/articles as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Items/item/articles and the absence of heavy handling facilities at all points in transit.



(b)The packing, marking, and documentation within and outside the items shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

(c)The chemicals/glassware/plastic wares & filter paper and other items have to be supplied in original packing only.

- (7) Submitted Authorization certificate should show the validity of the certificate for the year 2016-17.
- (8)The supply or work order shall be placed at the approved price for supply or execution of the required quantity of the subject matter of procurement mentioning the place of supply or execution, delivery schedule, etc., as and when needed.
- (9)The terms and conditions of the tender including provision for liquidated damages shall be similar to those prescribed for procurement by open competitive bidding.
- (10)Original printed literature/catalogue of items offered if any should be appended with the tender.
- (11)Quoted rates should be F.O.R. destinations at the Drug Testing Laboratory.
- (12)The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only. Payment will be made preferably electronically.
- (17)All remittance charges will be borne by the supplier/ selected bidder.
- (18) **Bidder should quote one brand/ make in a single tender. Separate tender form should be purchased for another brand/make.**
- (19)In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.



SECTION-2

Terms And Conditions of Contract

Objective : The key objective is to procure Chemicals , Glassware Plasticware and filter paper etc. for the use of testing samples received in Drugs testing Laboratory, Rajasthan

Brief Description of the work: Chemicals, Glassware , Plastic-ware and filter paper etc. will be used for the analysis of various categories of drug samples and pharmaceutical products drawn by Drug Control officers of the Rajasthan state so that good quality drugs and other products can be made available to the public.

1	Sealed tender will be received till 01:00 PM on 09.03.2017 in the Office of the DEPUTY DIRECTOR, DRUGS TESTING LABORATORY, SETHI COLONY, JAIPUR RAJASTHAN		
2	Manufactures, Direct Importers, Authorized dealers/ Authorized distributors are eligible to participate in the Tender. Documents regarding manufacture or authorized dealers/ distributors should be submitted with tender.		
3	The Bidder should submit along with the Tenders the following certificates for the items tendered in separate cover herein after called "COVER A"		
4	(i)	Earnest Money deposit	(PRIMARY DOCUMENT).
	(ii)	Indicative list of users	(PRIMARY DOCUMENT)
	(iii)	Annual Turnover statement of previous year certified by C.A with Reg. No and seal.	(PRIMARY DOCUMENT).
	(iv)	Copy of previous Balance Sheet & Profit & Loss statement certified by the C.A with Reg. No and seal.	(PRIMARY DOCUMENT).
	(v)	Duly attested copy of latest Sales Tax/VAT clearance certificate from the commercial Tax Officer of the circle concerned from where supplies will be affected shall be submitted.	(PRIMARY DOCUMENT).
	(vi)	Copy of registration with commercial tax department	(PRIMARY DOCUMENT)
	(vii)	Valid Authorized dealers/ distributorship certificate (if applicable) OR Manufacturing Licence in case of manufacturer.	(PRIMARY DOCUMENT)
	(viii)	Declaration form signed by the Bidder and attested by Notary Public.	(PRIMARY DOCUMENT)
NOTE: - All above mentioned documents duly attested by self signature & Seal of Bidder must be submitted. Unattested/ Unnotarized/ Unsigned/ without seal on copies of such document will not be considered valid.			
	(ix)	Original Tender form duly completely filled	(PRIMARY DOCUMENT)
	(x)	Suppliers will certify that the rates are reasonable & not sold on lower rates to anyone than charge from this institution	(PRIMARY DOCUMENT)
	(xi)	(A). Fill up the details of quoted items as required (Financial Bid) (B) If the rates are not offered, please mention NOT QUOTED against each such item.	(SECONDARY DOCUMENT) [Cover-B]

NOTE :- All attested documents must be submitted in Hindi or English language.

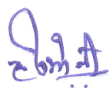
6	TENDER WILL BE LIABLE FOR OUTRIGHT REJECTION IF:-	
	(i)	Adequate Earnest Money not deposited as indicated in NIT.
	(ii)	Cutting/Overwriting not certified with self signatures.
	(iii)	Cutting/Overwriting/Use of correcting fluid in re-writing of rates.
	(iv)	ANY RATES ARE DISCLOSED IN COVER- A.
	(v)	ANY DISCOUNTS/ SPECIAL OFFERS ARE MADE IN COVER- A.
7	(A)	Financial Bid duly filled giving the rates for Quoted items in should be sent in separate sealed cover here after called," COVER B ". " COVER-B " should also be addressed to the Deputy Director, Drugs Testing Laboratory, Sethi Colony, Jaipur 302004 Rajasthan and should be SUPERSCRIBED "FINANCIAL BID FOR THE SUPPLY OF Laboratory Chemicals, Glass Ware, Plastic Ware & Filter paper etc.
	(B)	RST (VAT) or CST should mentioned clearly & Separately
	(C)	If the Sales tax is exempted it should be specified.
8	Both covers (A&B) should be send to the Deputy Director, Drugs Testing Laboratory, Sethi Colony, Jaipur 302004 Rajasthan in an outer cover upto prescribed time & date. All received tenders will be opened in the presence of Bidders who choose to be present themselves or their authorized representatives. Cover B will be opened only for those Bidders who satisfy the standard criteria laid down by the department on the details furnished by the Bidder in COVER A, in compliance of Tender terms & conditions (Technical Bid).	
9	(i)	In the event of Tender being submitted by proprietary firm tender must be signed with seal by sole proprietor. A partnership firm tender must be signed with seal on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the tender must be signed with seal by authorised signatory as the manner laid in the Articles of association. Copy of article duly attested should be enclosed.
	(ii)	Any change in the Constitution of the Firm/ Company shall be notified forthwith by the contractor in writing to the Deputy Director, Drugs Testing Laboratory, Sethi Colony, Jaipur 302004 Rajasthan and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner / partners shall be accepted in the Firm by the contractor in respect of the contract unless he/ they agree to abide by all its terms and conditions and deposit with the Deputy Director, Drugs Testing Laboratory, Sethi Colony, Jaipur 302004 Rajasthan a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
10	EARNEST MONEY	
	(i)	Tender shall be accompanied by an earnest money @ 8,600.00 (Rs Eight thousand six hundred only) without which tender will not be considered. The amount should be deposited as in either of the following forms in favour of Deputy Director, Drugs Testing Laboratory payable at Jaipur
	(ii)	(A) Cash through treasury challan deposited under head "8443-civil Deposits, Kha-Deposit not bearing interest-103- Security Deposits." Challan should be deposited in State Bank of Bikaner & Jaipur. E-challan will also be accepted.
		(B) Bank Drafts/Bankers cheque of the scheduled Bank in name of Deputy Director, Drugs Testing Laboratory, Jaipur
	(iii)	Refund of earnest money: - The earnest money of unsuccessful Bidder shall be refunded soon after final acceptance of tender.



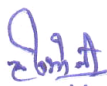
	(iv)	Partial exemption from earnest money: - Firms which are registered as SSI Unit with Commissioner of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing Registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries, Rajasthan, at the rate of 1% of the estimated value of the item as shown in NIT.
	(v)	The central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.
	(vi)	The earnest money/security deposit lying with the Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.
11	Forfeiture of earnest money: - The earnest money will be forfeited in the following cases:	
	(i)	When Bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
	(ii)	When Bidder does not execute the agreement if any, prescribed within the specified time.
	(iii)	When the Bidder does not deposit the security money after the supply order is given.
	(iv)	When he fails to commence the supply of the items as per supply order within the time prescribed.
	(v)	When he fails to submit samples of quoted item on demand (<i>if required</i>).
12	Tender form shall be filled in ink . Tender filled in lead pencil shall not be considered. The Bidder shall sign and affix seal on the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.	
	(i)	No paper should be detached from the tender form.
	(ii)	The Bidder shall sign with seal on every page of the tender form and Terms & Conditions (Annexure-B) in token of his acceptance of all the Terms & Conditions of the tender and return the same along with tender. He should also sign and affix seal at the bottom of each page of the original tender catalogue, Non receipt of terms and conditions duly signed with the tender shall render the tender to be rejected.
	(iii)	Indegenous products offered for supply by the manufacturer will get preferential treatment in the matter of approval.
	(iv)	ISI marked items should be preferred, if applicable.
13	The Names/Makes/Brand/Model of items which are offered should be mentioned against each item .	
14	In the case of supply of imported items the suppliers shall furnish a certificate along with the bill to effect that the firm have completed all the formalities in connection with the import.	
15	In case, any item supplied by the approved firm does not conform to the required standard, the payment there of, if received by the supplier shall have to be refunded to the indenting officer/ Deputy Director, Drugs Testing Laboratory, Sethi Colony ,Jaipur 302004 Rajasthan. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test. It may be noted that supply of goods less in weight and volume than those mentioned on the lable of the container is an offence and the same will be dealt with in the manner prescribed under rules	
16	RATES Rates should be quoted in Indian rupees only. Net rates should be quoted. Individual rates	



	should be mentioned item-wise if required as per specifications of the instrument/Item. Cost of accessories (if any) should also be mentioned separately. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the tender and must be offered conforming to the following: -
(i)	Delivery should be given at stores of Deputy Director, Drugs Testing Laboratory, Jaipur and rate must be quoted accordingly, The department will pay no cartage or transportation charges i.e FOR will be Drugs Testing Laboratory, Sethi Colony, Jaipur
(ii)	Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including transit insurance and any other levies or duties etc. charge on the product except Sales Tax (CST/VAT). If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
(iii)	Rates should be inclusive of all taxes other than CST/VAT.
(iv)	Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate .In the event of any subsequent variation (increase or decrease) in excise duty and sales tax (CST/VAT) by the government (State or central) the same will be modified accordingly.
(v)	Other statutory increase or decrease shall be agreed upon mutually between government and contractor and revised rate shall be applicable to order received by the contractor on or subsequent to the date of such increase/ decrease in government duty.
(vi)	The rates should be confined as far as possible to the packing units mentioned and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected.
(vii)	The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors and/ or overwriting, Corrections if any should be made clearly and initialed with dates. Element of the Rajasthan Sales Tax (VAT) or Central Sales Tax should be mentioned separately.
(ix)	Bidder should quote one brand/ make in a single tender. Separate tender form should be purchased for another brand/make. The words "No Quotation" should be written across any items in the price bid for which the Bidder does not wish to tender. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejected without notice.
<i>NOTE :- Specification in Financial Bid should not be differ from the original tender specifications, otherwise tender may liable to be rejected.</i>	
17	TAX
	Only one kind of the sales tax will be payable whether Rajasthan Sales Tax (VAT) or Central Sales Tax depending on the relative station of supply as the case may be, Since, the department is eligible to issue, Central Sales Tax will be payable at the concessional rates prevailing during the period of the tender.
18	SECURITY DEPOSIT & AGREEMENT
(i)	As per RTTP Act and rules.
19	SUPPLY ORDERS
(a)	All the supply orders will be placed to the approved supplier through registered post/email and the date of registration at the post office will be treated as the date of



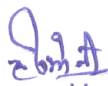
		order for calculating the period of execution. The supplying firms will execute all orders within the period as mentioned below: (i) For indigenous items : Within 30 days or as per purchase order. (ii) For imported items : Within 45 days or as per purchase order.	
		(b) Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Deputy Director , Drug Testing Laboratory, Jaipur shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.	
20	LIQUIDATED DAMAGES		
	(i)	The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers	
	(ii)	In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply :-	
	(A)	Delay up to one- fourth period of the prescribed Delivery Period	2.5%
	(B)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period	5 %
	(C)	Delay exceeding half but not exceeding three- fourth of the prescribed delivery period	7.5 %
	(D)	Delay exceeding three- fourth of the prescribed period	10%
	(iii)	The maximum amount of agreed liquidated damage shall be 10%.	
	(iv)	If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.	
	(v)	Delivery period may be extended by Deputy Director, Drugs Testing Laboratory, Jaipur with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.	
	(vi)	If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e.,Bidders) account and risk. The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the	



		items on risk purchase system at the expiry of the prescribed supply period.
NOTE:- It is clarified that Purchasing Officers may, if necessary, resort to risk purchase without granting any extension as provided in above Condition.		
OTHER GENERAL CONDITIONS		
21		All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of the Deputy Director , Drug Testing Laboratory, Jaipur as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
22		The Bidder must remove rejected articles from the destination where they lie within 30 days from the date of information of rejection. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to while it is on their premises.
23		The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.
24	(i)	Bidders are requested to send printed descriptive literature of the quoted items with tender.
	(ii)	If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within one year, he should send copies of purchase orders, invoices and rate contract with tender
25		Remittance charges on payment made to the firms will be borne by the firms.
26		All correspondence in this connection should be addressed to the Deputy Director , Drug Testing Laboratory, Sethi Colony,Jaipur 302004. Technical questions should be referred to Deputy Director , Drug Testing Laboratory, Sethi Colony,Jaipur 302004 direct by correspondence or by personal contact.
27	(i)	Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.
	(ii)	Supplier may be disqualified, banned or suspended from business during the rate contract, if :-
	(A)	fails to execute a contract or fails to execute it satisfactorily ;
	(B)	no longer has the technical staff or equipment considered necessary ;
	(C)	is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
	(D)	the firm is suspected to be doubtful loyalty to state ;
	(E)	the state bureau of investigation or any other investigating agency recommends such a course in respect of a case under investigation ;
	(F)	Deputy Director, Drugs Testing Laboratory, Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
28	(i)	The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Bidders to enable them to decide whether they will

		undertake to supply the article to this Department on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of department to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Department does not bind itself to purchase all or any quantity mentioned in the catalogue and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.
	(ii)	Price Preference: - Price preference/ purchase preference will be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by Industries out side Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995. It is clarified that purchase preference only be granted to the industries of Rajasthan.
	(A)	Comparison of Rates: - In comparing the rates tendered by firm outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax (VAT) shall be excluded whereas that of Central Sales Tax shall be included
	(B)	While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax (VAT) shall be excluded
29		Validity :- Tenders shall be valid upto 31.03.2017. The validity can be extended with mutual consent.
30		The Department reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.
31		The Bidder shall furnish the following documents at the time of execution of agreement (contract form) :-
	(i)	Attested copy of Partnership Deed in case of Partnership Firms.
	(ii)	Registration Number and year of registration in case partnership firm is registered with Registrar of Firms
	(iii)	Address of residence and office, telephone numbers in case of Sole Proprietorship.
	(iv)	Registration issued by Registrar of Companies in case of Company.
32		The Procurement Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the Deputy Director, Drugs Testing Laboratory, Jaipur.
33		The Deputy Director, Drugs Testing Laboratory, Jaipur can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by him, but not exceeding six months, for which the Bidder will have to abide. However the extension beyond six months can be granted on mutual consent.
34		The contract for the supply can be repudiated at any time by the Deputy Director, Drugs Testing Laboratory, Jaipur if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing.
35		Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
36		The Bidder must be signed at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them .

37	<p>PRICE FALL CLAUSE</p> <p>The prices charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Deputy Director, Drugs Testing Laboratory, Jaipur and the price payable under the contract of the stores supplied after the date of coming in force of such reduction or sale shall stand correspondingly reduced.</p>
38	<p>(a) Articles rejected by the purchasing officer will have to be replaced by the Bidder at his own cost within the time limit fixed by the purchasing officer.</p> <p>(b) However due to exigencies of government work such replacement either in whole or in part is not considered feasible, the Store Purchase committee, after giving opportunity to the Bidder of being heard, shall for reasons to be record, deduct a suitable amount from the rates. His decision in this matter will be final. Expenses on Laboratory tests of items supplied shall have to be brone by the suppliers.</p>
39	<p>Legal proceeding if any arising out of the Tender shall have to be lodged in courts situated in Jaipur City (Rajasthan) only</p>
40	<p>The Stores purchase Committee can relax the terms and conditions in the exigency of the department work. In case of urgency the Terms & Conditions will be relaxed by the Deputy Director , Drugs Testing Laboratory, Sethi Colony,Jaipur 302004.</p>
41	<p>I/We have read the above terms and conditions and I/We agree to abide by the same.</p> <p style="text-align: right;">Signature of Bidder with seal</p>


 Deputy Director
 Drugs Testing Laboratory
 Rajasthan, Jaipur

SECTION -3

Schedule of Requirement :

1.The items mentioned in the Financial Bid will be required by this office. The demand for these items will be given to the tendering Firm/ Agency/ Company by way of Dispatch Instructions /Purchase cum Supply Order from time to time during the contract period. Drugs Testing Laboratory , Rajasthan shall demand items over and above the items mentioned in the Financial Bid (i.e. auxiliary/ ancillary/incidental to (“Dictionary meaning”) Items concerned and the Agency will have to supply the same as per the rate quoted.

2.The Prospective Bidders are requested to quote their rates, only for following Specific World Class branded companies for Supply of Laboratory Chemicals (i.e. AR Grade /HPLC Grade /Spectrophotometer Grade and Molecular Biology Grade) / Glass Ware / Plastic Ware /Filter paper etc.

Sr.No.	Particulars (As specified in catalogue of items)	Make/Brand	Estimated Cost
1.	Chemicals (HPLC/AR/GR Grade or equivalent or as specified)	Merck Millipore /Thermo Fisher Scientific(Qualigens)/S.R.L./ Sdfine / Himedia/ Rankem/Sigma	
2	Biological Chemicals	Merck Millipore / Himedia /S.R.L/ BD/S.R.L	
3.	Glass ware	Riviera/ Duran/ Borosil/Axiva/ Corning/Pyrex	
4.	Plastic ware	Tarson / Abdos/ Brand/Axiva/ Polylab/Eppendof	
5	Syringe Filter /Membrane Disc Filter for HPLC and Membranes Filters	Merck Millipore/Whatman (GE) / Sartorius (AG)/ Ahlstrom/Axiva/ mdi/Pall	
	Total estimated cost		Rs 4.30 lacs (Rs Four Lakh thirty thousand)

Important Note-

Bidder should quote one brand/ make in a single tender. Separate tender form should be purchased for another brand/make.

Bidders, who has quoted rates in their Bid from out of above mentioned listed Companies, their bid summarily rejected without assigning any reason thereof.

3.The supply order may be given for single or bulk items and Agency will have to supply them immediately but not later than the period as stipulated in the Supply Order .

4.The items will be supplied at the destination location (Place) as stated in the Supply Order.

5.Deputy Director, Drugs Testing Laboratory,Rajasthan,Jaipur shall be the sole authority to cancel/amend any order, as per requirement, and also to place order for supply of items beyond office hours/holidays/place of supply for which, no additional payment shall be made.

6.DTL Jaipur authorities reserve the full rights to increase/decrease the quantity of items in the time of award of tender as per its actual requirement. The quantities mentioned below in this tender against each item are only indicative/tentative nature.



SECTION- 4
TECHNICAL BID

For the Supply of Laboratory Chemicals, Glass Ware, Plastic Ware & Filter Paper etc. to Drugs Testing Laboratory, Rajasthan, Jaipur

- 1.Name of Bidder / Supplier Company/ Firm/ Agency & its Registration No.
- 2.Name of proprietor / Director of the Company/Firm/Agency :
- 3.Full Address of Reg. Office (A copy of Company/ Firm/ Agency registration must be enclosed) :
- Telephone Nos. :
- Fax Nos. :
- E-mail Id :
- 4.Details of Banker of the Firm with full address :
- Telephone Nos. of Banker :
- Fax Nos. of Banker :
- E-mail Id of Banker :
- 5.Bank Ac/s No. of Firm for ECS payments :
- 6.PAN, TIN, TAN, VAT, Service Tax Registration No of the Firm (Enclose a copy of the same) :
- 7.Details of Cost of Tender :
- 8.Details of EMD :



9. If the participating firm is Authorized Dealer/ Authorized Distributer, in this case, please accompany the certificate from Manufacturer on his letter head as per prescribed format given under FORMAT FOR MANUFACTURER'S AUTHORISATION.

(Signature of authorized person)

Date : _____ Full Name: _____

Place: _____ Seal : _____



SECTION-5

Checklist of Documents to be submitted with Technical Bid and Financial Bid

CHECK LIST (Cover-A)

Note :- Please fill up the check list carefully. The document should be valid, updated and attested

File No. (Not to be filled up by Firm) _____ Part : A Section _____

1. Name of Firm
2. Address of the firm where correspondence is required
3. Phone No.- Office Works
- Residence Mob.
4. Fax No. E-mail ID

S. NO	DESCRIPTION	PAGE NO.	REMARKS YES / NO (Initials of Bidder)
1.	EARNEST MONEY		
2.	SSI UNIT OF RAJ. (PER QUOTED ITEMS @ 1 % OF cost SHOWN IN NIT		
3.	COMPETENCY CERTIFICATE FOR SSI UNIT OF RAJASTHAN		
3.	WHETHER ALL PAGES OF TERMS & CONDITIONS/DOCUMENTS HAVE BEEN PROPERLY SIGNED OR NOT ?		
4.	DECLARATION FORM		
5.	ORIGINAL TENDER CATALOGUE		
6.	BIS LICENSE IN RESPECT OF ISI MARKED ITEMS		
7.	ANNUAL TURN OVER STATEMENT		
8.	SALES TAX/ VAT CLEARANCE CERTIFICATE		
9.	WHETHER THE BIDDER HAS IMPOSED ANY COUNTER CONDITION IN THE TENDER, IF ANY, PLEASE SPECIFY		



10.	NAME, SIGNATURE & ADDRESS OF AUTHORISED PERSON, IF ANY Name : Address : Office: Phone : Fax : E-mail ID :		



SECTION-6

Financial Bid

FORMAT FOR FINANCIAL BID FOR QUOTED ITEM

(Write Quoted Or Not Quoted in sheet submitted with the Tender)

[Rates should be indicated in the Financial Bid Envelope only]

1.Chemicals

Sr. No.	Name of Item with full Specifications	Grade	Pack Size	Brand/ Make	Net Rate per unit/per pack	Rate of CST /VAT (as applicable)	Gross Rate (Rs) (6+7)
1.	2.	3.	4.	5.	6.	7.	8.
1	1:2 Dichloroethane		bottle				
2	1-Butanol		500ml				
3	2-propanol	HPLC	2.5L				
4	4-(p-nitrobenzyl) Pyridine	AR	100 ml				
5	Acetic Acid Glacial	AR	500				
6	Acetic Acid Glacial	HPLC	1.0L				
7	Acetone	AR	500 ml				
8	Acetonitrile	HPLC	2.5 L				
9	Ammonium Chloride	AR	500g				
10	Ammonia Liquid	AR	500mL				
11	Ammonium Acetate	AR	500g				
12	Ammonium ceric Sulphate	AR	100g				
13	Ammonium Ferric Sulphate	AR	500g				
14	Ammonium Thiocyanate	AR	500g				
15	Buffer Tablets 4.0,7.0,9.2		Packing (10Tab)				
16	Chloroform	HPLC	1.0L				
17	Chloroform	AR	2.5L				
18	Cyclohexane	AR	500ml				
19	Dichloro Methane	AR	500ml				
20	Diethyl Ether	AR	500ml				

21	Di-Potassium Hydrogen Phosphate (K ₂ HPO ₄)	HPLC	500 gm				
22	Di-Potassium Hydrogen Phosphate (K ₂ HPO ₄)	AR	500 gm				
23	Di-sodium Hydrogen Phosphate (Na ₂ HPO ₄)	HPLC	500 gm				
24	Di-sodium Hydrogen Phosphate (Na ₂ HPO ₄)	AR	500 gm				
25	EDTA di sodium salt	AR	100gm				
26	Eriochrome Black T	AR	100g				
27	Ferric Chloride	AR	500g				
28	Ferrous Ammonium Sulphate	AR	500g				
29	Glycerol	AR	500ml				
30	Hexylamine 99%	AR	100ml				
31	Hydro Chloric Acid 37%	AR	500ml				
32	Hydrochloride Acid N/1		Amp.				
33	Hydrogen Per Oxide 30%	AR	500ml				
34	Iodine	AR	100g				
35	Iodine Amp	AR	Amp.				
36	Isopropyl Alcohol	AR	500ml				
37	Litmus Paper Blue	Indicator	10Bkts				
38	Litmus Paper Red	Indicator	10Bkts				
39	Magnesium Sulphate	AR	500g				
40	Methanol	HPLC	2.5L				
41	Methanol	AR	2.5L				
42	n-heptane		500ml				
43	n-Hexane	AR	500 ml				
44	Nitric Acid	AR	500ml				
45	N-N dimethyl formamide (DMF)	AR	500 ml				
46	Orthophosphoric acid	AR	500ml				
47	Osmic Acid	AR	1gm				
48	Oxalic Acid	AR	500g				
49	Perchloric Acid 70%	AR	500ml				
50	Phenolphthalein (solid)		100gm				
51	Phenolphthalein Indicator		125ml				
52	Poassium Permanganate	AR	500g				

53	Potassium Chloride	AR	500g				
54	Potassium Chromate	AR	500g				
55	Potassium Dichromate	AR	500g				
56	Potassium Dihydrogen Orthophosphate KH ₂ PO ₄	AR	500g				
57	Potassium Di-hydrogen Phosphate (KH ₂ PO ₄)	HPLC	500 gm				
58	Potassium ferrocynide	AR	500g				
59	Potassium hydrogen Phosphate		500g				
60	Potassium Hydrogen Pthalate	AR	500g				
61	Potassium Hydroxide Pellets	AR	500g				
62							
63	Potassium Iodide	AR	500g				
64	Potassium periodate	AR	500g				
65	Potassium Thiosulphate	AR	500g				
66	Pyridine	AR	500ml				
67	Salicylic Acid	LR	500g				
68	Silicon Vaccume Grease		25gm				
69	Silver Nitrate	AR	25g				
70	Silver Nitrate		Amp.				
71	Sodium Acetate	AR	500g				
72	Sodium Bicarbonate	AR	500g				
73	Sodium Carbonate	AR	500g				
74	Sodium Chloride	AR	500g				
75	Sodium Di-hydrogen Phosphate (NaH ₂ PO ₄)	HPLC	500 gm				
76	Sodium Di-hydrogen Phosphate (NaH ₂ PO ₄)	AR	500 gm				
77	Sodium Hydroxide Pellets	AR	500g				
78	Sodium Nitrate	AR	500g				
79	Sodium Sulphate(Anhydrous)	AR	500g				

80	Sodium Thiosulphate	AR	500g				
81	Stannous Chloride	AR	100g				
82	Sulfanilic Acid	AR	100g				
83	Sulphuric Acid	AR	500ml				
84	Tetra hydrofuran	HPLC	1.0L				
85	TLC Silica Gel 60F 254 Aluminum sheets Size 20x20						
86	TLC Silica Gel 60F 254 Plastic sheets Size 20x20						
87	Toluene	HPLC	1.0L				
88	Toluene	AR	500ml				
89	Triethylamine	HPLC	1.0L				
90	Tris (hydromethyl) aminomethane Buffer	AR	500 gm				
91	Zinc Oxide	AR	500g				
92	Zinc Sulphate	AR	500g				

2. Biological Chemical

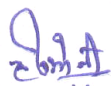
Sr.No.	Name of Biological Chemical	Pack Size	Brand/Make	Net Rate per unit/per pack	Rate of CST /VAT (as applicable)	Gross Rate (Rs) (5+6)
1.	2.	3.	4.	5.	6.	7.
1	2-Nitrobenzaldehyde	100g				
2	Antibiotic Assay Media D	500g				
3	Antibiotic Assay Media No 11	500g				
4	Antibiotic Media A/1 (seed agar)	500g				
5	Antibiotic Media B/2 (Base agar)	500g				
6	Antibiotic Media C/3	500g				
7	Antibiotic Media H/10	500g				
8	Antibiotic Media J	500g				
9	Antibiotic Media No. 5	500g				
10	Antibiotic Media No.8	500g				
11	Barid Parker Agar Medium Green Med. (Agar base)	500g				
12	Buffered Sodium Chloride Peptone Solution pH7.0	300ml				



13	Cetrimide Agar (base)	500g				
14	Cyanocobalamin (Vitamin-B ₁₂)	1g				
15	Escherichia coli	pack				
16	Fehling Solution No.1	500nl				
17	Fehling Solution No.2	500ml				
18	L-Cysteine	500g				
19	Macconkey Agar medium no 7	500g				
20	Macconkey Broth	500g				
21	Mannitol Salt Agar	500g				
22	Pseudomonas Aeruginosa	kit				
23	Tetraheptylammonium bromide	25g				
24	Tetraheptyl Ammonium Bromide	25g				
25	Tetrathionate Bile Brilliant G Broth	500g				

3. Glassware

S.No.	Name of Glassware	Capacity	Grade	Brand/Make	Net Rate per unit/per pack	Rate of CST/VAT (as applicable)	Gross rate (Rs) (6+7)
1.	2.	3.	4.	5.	6.	7.	8.
1	Beaker with spout	100 ml	-				
2	-do-	150 ml	-				
3	-do-	1000 ml					
4	Volumetric Flask with glass stopper	2000 ml	B				
5	-do-	500 ml	B				
6	-do-	250 ml	B				
7	-do-	100 ml	B				
8	-do-	50 ml	B				
9	-do-	25 ml	B				
10	-do-	2ml	B				
11	-do-	5ml	B				
12	Capillary Tubes with both side open	pack of 100					



13	Conical Flask	500 ml	-				
14	-do-	250 ml	-				
15	Pipette (Graduated type)	10 ml	A				
16	-do-	5 ml	A				
17	-do-	2 ml	A				
18	-do-	1 ml	A				
19	Pipette (Bulb type)	10 ml	A				
20	-do-	5 ml	A				
21	-do-	2 ml	A				
22	Burette	50 ml	A				
23	-do-	25 ml	A				
24	Separating Funnel Pear Shape With Stopcock(Teflon)	500 ml	-				
25	-do-	250 ml	-				
26	Funnels	75mm	-				
27	-do-	50mm	-				
28	Test Tubes	12x75 mm	-				

4. Plastic Ware

Sr.No	Name of item with Specification	Capacity	Brand/Make	Net Rate per unit/per pack	Rate of CST/VAT (as applicable)	Gross Rate (Rs) (5+6)
1.	2.	3.	4.	5.	6.	7.
1.	Draining Tray	400x300x100 mm				
2.	Pipette Bulb two way	Upto 100ml				
3.	Fast Release Pipettes Pump	25ml				
4.	Wash Bottle New Type	500ml				
5.	Wash Bottle New Type	250ml				
6.	All Clear Desiccator Vaccum	300mm				
7.	Aspirator Bottle with Stopcock	10liter				
8.	Utility Carrier	380x240x115 mm				

5.Filter Paper & etc.

S.No.	Name of item with Specification	Brand/Make	Net Rate per unit/per pack	Rate of CST /VAT (as applicable)	Gross Rate (Rs) (4+5)
1.	2.	3.	4.	5.	6.
(1)	Syringe Filter (Membrane Disc Filter) for HPLC {For Aqueous and non aqueous solution Size 13 mm 0.45 μ }				
(2)	Membranes [Type: Dual (Aqueous & Organic solvents)] 47 mm 0.45 μ				
(3)	Membrane Filter Size 47 mm pore size 0.22 μ				

Date:

Signature
(Name in Capital)
Company/Firm Seal

NOTE: -

1. Bidder should quote one brand/ make in a single tender. Separate tender form should be purchased for another brand/ make
2. Serial Number should be as per Numbering in the catalogue.
3. The Rate Quote Should Be Inclusive of Excise Duty But Exclusive of CST/VAT.
4. Cash Discounts if any should be offered & included in net rate.
5. Rate Should Be Written Both in Words and Figures.
6. Read all the Terms & Conditions before filling the Financial Bid.

SECTION- 7

Declaration By the Bidder

(It should be On Stamp Paper worth of Rs. 100/- & Attested by Notary Public)

I/We (Name of Bidder) having our office at (Address of Bidder Office) do declare that I/We have read all the Terms & Conditions of the tender floated by Deputy Director, Drugs Testing Laboratory, Rajasthan, Jaipur for the Supply of Chemicals/ Glassware/ Plastic ware & Filter Papers etc. agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this tender in the capacity of (Manufacturer(s)/ Importer (s) /authorized dealers/authorized distributors). I/We hereby enclose valid authorized dealers/authorized distributor's certificate from original manufactures/Foreign principals.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security in any form may be forfeited in full and the tender if any to the extent accepted may be cancelled.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I, do hereby declare that the our firm has neither been blacklisted/no criminal case pending against him stating that no criminal/Black listing case is pending against the firm) by any of the Govt. Institute/ Ministries /Departments/PSUs with which the firm had contracted for Supply of Laboratory Chemicals, Glass Ware, Plastic Ware Items filter papers etc. during the previous three years nor has been penalized by such Offices/organizations for supply of poor/spurious Laboratory Chemicals, Glass Ware, Plastic Ware Items etc.

Signature of Authorised Person

Date : Full Name

Place : Seal :



SECTION- 8

(To be filled by the Bidder on his Original Letter Head)

Declaration Form

I/We (Name of Bidder) having our office
at (Address of Bidder office) do declare
that I/We have read all the Terms & Conditions of the tender floated by Deputy Director, Drugs
Testing Laboratory, Rajasthan, Jaipur for the Supply of Rate Contract for Supply of Chemicals /
Glassware's and Plastic ware , filter papers and Other Items .

I/We further declare that the rates offered by me/us shall remain valid for the entire period of
the tender and the quoted items had not been supplied in lesser then the rates quoted in this period.

I/We enclosed the following documents as per details given against each: -

(A) PRIMARY DOCUMENTS

S. No.	Item	Particular(s)
1.	Earnest Money Deposit	Page no Yes No
2.	Attested Photocopy of Manufacturing Licence for each Product Quoted (If manufacturer) OR Authorisation letter	Page no Yes No
3.	Declaration form in Annexure "A" Duly Signed & notarized.	Page no Yes No
4.	Competency Certificate and Registration Certificate for SSI Units of Rajasthan from Industries Dept	Page no Yes No
6.	BIS License with schedule for ISI marked products	Page no Yes No
7.	List of users or sites where RC of items given	Page no.Yes.....No.....
9.	Annual turnover statement of previous year certified by C.A	Page no Yes No
9.	Copy of latest Balance sheet and P&L A/c certified by C.A with Reg No. & Seal	Page no Yes No
10.	Copy of registration with commercial tax department	Page no.....Yes.....No.....
11.	Latest Sales Tax/VAT Clearance Certificate (up to Sept 2016)	Page no Yes No
12.	Original Tender, Terms & Conditions duly signed Tender Catalogue	Page no Yes No
13.	Reasonable Rate Certification	Page no Yes No

Important: Photocopies of original documents should be attested by Notary Public with self signature & seal of Bidder

(B) SECONDARY DOCUMENTS

1. Name & Specimen Signature of Person of the Bidder whom is
authorized to make Correspondence with the Department.

1. (Name & Signature)
2.
3.

2. Financial Bid (Cover-B) duly filled

Name & Signature of Bidder with seal

Date

Note: Please Number each page before submitting the tender.

SECTION- 9

MANUFACTURER'S AUTHORIZATION FORM

To be filled by the Manufacturer on his Original Letter Head

(Indicative Format)

To,
Deputy Director,
Drugs Testing Laboratory, Rajasthan
Jaipur

Subject: Issue of the Manufacturer's Authorisation Form

Reference: Your NIB/ RFP Ref. No.....
dated

Sir,

We(name and address of the Manufacturer) who are established and reputed original manufacturers (OMs) having factories at..... (addresses of manufacturing location) do hereby authorize (M/s.....) who is our (Authorized Distributor/ Authorized Dealer/ Others..... <please specify>) to bid, negotiate and conclude the contract with Drugs Testing Laboratory, Rajasthan against the aforementioned reference for the following articles/items manufactured by us: -

(Manufacturer will mention the details of all the proposed product(s) with their make/ model)

In case of change of authorised distributor/authorized dealer, we will inform the you accordingly. In case of failure of authorised dealer/distributor we will be responsible for the item/article as per terms and conditions of tender and contract.

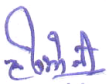
Yours faithfully,
For and on behalf of M/s

(Name of the manufacturer)

(Authorized Signatory)
Name, Designation & Contact No.:

Address: _____

Seal:



SECTION-10

(As per RTTP ACT 2012)

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or



Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

The designation and address of the Second Appellate Authority is

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.



(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

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

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

(6) Fee for filing appeal

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

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

(7) Procedure for disposal of appeal

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

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

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

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

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

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof
Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant: <please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address: <please specify>

2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>

5. Number of affidavits and documents enclosed with the appeal:<please specify>

6. Grounds of appeal (supported by an affidavit):<please specify>

7. Prayer:<please specify>

Place

Date

Appellant's Signature



Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

i, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

if the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid

Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

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

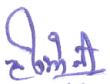
(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

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

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



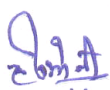
As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose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



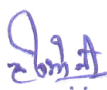
SECTION-11

Catalogue of items

S.No.	Name of chemical	Grade	Packing	Estimated Quantity
1	1:2 Dichloroethane		bottle	1
2	1-Butanol		500ml	1
3	2-propanol	HPLC	2.5L	2
4	4-(p-nitrobenzyl) Pyridine	AR	100 ml	1
5	Acetic Acid Glacial	AR	500	5
6	Acetic Acid Glacial	HPLC	1.0L	5
7	Acetone	AR	500 ml	5
8	Acetonitrile	HPLC	2.5 L	20
9	Ammonium Chloride	AR	500g	1
10	Ammonia Liquid	AR	500mL	2
11	Ammonium Acetate	AR	500g	1
12	Ammonium ceric Sulphate	AR	100g	2
13	Ammonium Ferric Sulphate	AR	500g	1
14	Ammonium Thiocyanate	AR	500g	1
15	Buffer Tablets 4.0,7.0,9.2		Packing (10Tab)	5
16	Chloroform	HPLC	1.0L	5
17	Chloroform	AR	2.5L	10
18	Cyclohexane	AR	500ml	5
19	Dichloro Methane	AR	500ml	2
20	Diethyl Ether	AR	500ml	24
21	Di-Potassium Hydrogen Phosphate (K ₂ HPO ₄)	HPLC	500 gm	5
22	Di-Potassium Hydrogen Phosphate (K ₂ HPO ₄)	AR	500 gm	5
23	Di-sodium Hydrogen Phosphate (Na ₂ HPO ₄)	HPLC	500 gm	5
24	Di-sodium Hydrogen Phosphate (Na ₂ HPO ₄)	AR	500 gm	5
25	EDTA di sodium salt	AR	100gm	5
26	Eriochrome Black T	AR	100g	1
27	Ferric Chloride	AR	500g	1
28	Ferrous Ammonium Sulphate	AR	500g	2
29	Glycerol	AR	500ml	5



30	Hexylamine 99%	AR	100ml	1
31	Hydro Chloric Acid 37%	AR	500ml	24
32	Hydrochloride Acid N/1		Amp.	5
33	Hydrogen Per Oxide 30%	AR	500ml	2
34	Iodine	AR	100g	2
35	Iodine Amp	AR	Amp.	1
36	Isopropyl Alcohol	AR	500ml	5
37	Litmus Paper Blue	Indicator	10Bkts	1
38	Litmus Paper Red	Indicator	10Bkts	1
39	Magnesium Sulphate	AR	500g	1
40	Methanol	HPLC	2.5L	50
41	Methanol	AR	2.5L	24
42	n-heptane		500ml	1
43	n-Hexane	AR	500 ml	5
44	Nitric Acid	AR	500ml	5
45	N-N dimethyl formamide (DMF)	AR	500 ml	8
46	Orthophosphoric acid	AR	500ml	2
47	Osmic Acid	AR	1gm	
48	Oxalic Acid	AR	500g	1
49	Perchloric Acid 70%	AR	500ml	2
50	Phenolphthalein (solid)		100gm	2
51	Phenolphthalein Indicator		125ml	5
52	Potassium Permanganate	AR	500g	2
53	Potassium Chloride	AR	500g	1
54	Potassium Chromate	AR	500g	1
55	Potassium Dichromate	AR	500g	1
56	Potassium Dihydrogen Orthophosphate KH ₂ PO ₄	AR	500g	5
57	Potassium Di-hydrogen Phosphate (KH ₂ PO ₄)	HPLC	500 gm	5
58	Potassium ferrocynide	AR	500g	1
59	Potassium hydrogen Phosphate		500g	1
60	Potassium Hydrogen Pthalate	AR	500g	5
61	Potassium Hydroxide Pellets	AR	500g	5
62				
63	Potassium Iodide	AR	500g	2
64	Potassium periodate	AR	500g	1
65	Potassium Thiosulphate	AR	500g	1



66	Pyridine	AR	500ml	5
67	Salicylic Acid	LR	500g	1
68	Silicon Vacuum Grease		25gm	5
69	Silver Nitrate	AR	25g	5
70	Silver Nitrate		Amp.	5
71	Sodium Acetate	AR	500g	2
72	Sodium Bicarbonate	AR	500g	1
73	Sodium Carbonate	AR	500g	1
74	Sodium Chloride	AR	500g	2
75	Sodium Di-hydrogen Phosphate (NaH ₂ PO ₄)	HPLC	500 gm	5
76	Sodium Di-hydrogen Phosphate (NaH ₂ PO ₄)	AR	500 gm	5
77	Sodium Hydroxide Pellets	AR	500g	5
78	Sodium Nitrate	AR	500g	1
79	Sodium Sulphate(Anhydrous)	AR	500g	5
80	Sodium Thiosulphate	AR	500g	1
81	Stannous Chloride	AR	100g	1
82	Sulfanilic Acid	AR	100g	1
83	Sulphuric Acid	AR	500ml	5
84	Tetra hydrofuran	HPLC	1.0L	1
85	TLC Silica Gel 60F 254 Aluminum sheets Size 20x20			5
86	TLC Silica Gel 60F 254 Plastic sheets Size 20x20			2
87	Toluene	HPLC	1.0L	1
88	Toluene	AR	500ml	4
89	Triethylamine	HPLC	1.0L	1
90	Tris (hydromethyl) aminomethane Buffer	AR	500 gm	5
91	Zinc Oxide	AR	500g	1
92	Zinc Sulphate	AR	500g	1

Sr.No.	Name of Biological Chemical	Pack Size	Estimated Quantity
1	2-Nitrobenzaldehyde	100g	1
2	Antibiotic Assay Media D	500g	1
3	Antibiotic Assay Media No 11	500g	1



4	Antibiotic Media A/1 (seed agar)	500g	1
5	Antibiotic Media B/2 (Base agar)	500g	1
6	Antibiotic Media C/3	500g	1
7	Antibiotic Media H/10	500g	1
8	Antibiotic Media J	500g	1
9	Antibiotic Media No. 5	500g	1
10	Antibiotic Media No.8	500g	1
11	Barid Parker Agar Medium Green Med. (Agar base)	500g	1
12	Buffered Sodium Chloride Peptone Solution pH7.0	300ml	1
13	Cetrimide Agar (base)	500g	1
14	Cyanocobalamin (Vitamin-B ₁₂)	1g	1
15	Escherichia coli	pack	1
16	Fehling Solution No.1	500nl	1
17	Fehling Solution No.2	500ml	1
18	L-Cysteine	500g	1
19	Macconkey Agar medium no 7	500g	1
20	Macconkey Broth	500g	1
21	Mannitol Salt Agar	500g	1
22	Pseudomonas Aeruginosa	kit	1
23	Tetraheptylammonium borate	25g	1
24	Tetraheptyl Ammonium Bromide	25g	1
25	Tetrathionate Bile Brilliant G Broth	500g	1

S.No.	Name of Glassware	Capacity	Grade	Estimated Quantity
1	Beaker	100 ml	-	2
		150 ml	-	2
		1000 ml		
2	Volumetric Flask with glass stopper	2000 ml	B	2
		500 ml	B	2
		250 ml	B	2
		100 ml	B	2
		50 ml	B	2
		25 ml	B	2
		2ml	B	2
		5ml	B	2




3	Cappillary Tubes with both side open	pack of 100		10
4	Conical Flask	500 ml	-	2
		250 ml	-	2
5	Pipette (Graduated type)	10 ml	A	2
		5 ml	A	2
		2 ml	A	2
		1 ml	A	2
6	Pipette (Bulb type)	10 ml	A	2
		5 ml	A	2
		2 ml	A	2
7	Burette	50 ml	A	2
		25 ml	A	2
8	Separating Funnel Pear Shape With Stopcock(Teflon)	500 ml	-	2
		250 ml	-	2
9	Funnels	75mm	-	2
		50mm	-	2
10	Test Tubes	12x75 mm	-	2

S.No.	Name of item with Specification	Estimated quantity
1	Syringe Filter (Membrane Disc Filter) for HPLC {For Aqueous and non aqueous solution Size 13 mm 0.45 μ } pack of 100	2
2	Membranes [Type: Dual (Aqueous & Organic solvents)] 47 mm 0.45 μ pack of 100	2
3	Membrane Filter Size 47 mm pore size 0.22 μ pack of 100	2

Sr.No.	Name of item Plasticware with Specification	Capacity	Estimated Quantity
1	Draining Tray	400x300x100mm	2
2	Pipette Bulb two way	Upto 100ml	5



3	Fast Release Pipettes Pump	25ml	5
4	Wash Bottle New Type	500ml	5
5	Wash Bottle New Type	250ml	2
6	All Clear Desiccator Vacuum	300mm	2
7	Aspirator Bottle with Stopcock	10liter	5
8	Utility Carrier	380x240x115mm	2



SECTION- 12
DIRECTIONS FOR BIDDERS

Before submission of bid or filling up the tender form, kindly go through these following directions seriously so that your tender is not considered invalid :

1. Go through the conditions of the document carefully and read between the lines.
2. Certificates/Licence/Documents which are required should be complete and updated.
- 3. Bidders/Bidders are required to submit their certificate with tender form in a sequence as per check list, so that evaluation of tender may be easier.**
4. Bidders/Bidders are required to mention Sr. No. on every page of tender forms including Terms & Conditions, Catalogue, Specifications, and Annexure. (Beginning from Directions to Annexure) i.e. paging is required for sooner evaluation.
5. Enclose the certificates/ documents as per check list appended at just below these directions.
6. The tender in case not signed completely or without required earnest money to be treated as unresponsive and will be summarily rejected.
7. In case the formats are modified or changed by the bidder the tender may not be considered.

