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Maharshi Dayanand Saraswati University, Ajmer Request for Proposal for

RATE CONTRACT FOR SUPPLY OF STATIONARY FOR EXAMINATION AND OFFICE PURPOSES FOR ONE YEAR

NIT No. F.2()/MDSU/GA	D/2017/	Dated :
Tender Inviting Authority	(TIA):	Registrar, Maharshi Dayanand Saraswati University, Ajmer Rajasthar Tel. No: 0145-2787057 e-mail: registrarmdsu@gmail.com
Project officer In charge	1	Registrar, Maharshi Dayanand Saraswati University, Ajmer Rajasthar Tel. No: 0145-2787057 e-mail: registrarmdsu@gmail.com
Bidder information	4	Name of the Firm
		Address:
	•	
		Contact Person;
		(Authorized Bid Signatory)
		Tel. No:
		Fax No:
		Mobile No
		E-mail address :
		website:
Mode of bid submission	*	Through eProcurement / eBiding system at https://eproc.rajasthan.gov.in

Important Dates and information

	Important Dates		
S.No.	Events	Date	Time
1.	Date of Issue of Notice Inviting Tender (NIT)	19.07.2017	16:00 hrs
2.	Document Sale Start Date	21.07.2017	10:00 hrs
3.	Document Sale End Date	09.08.2017	14:00 hrs
4.	Seek Clarification Start Date	22.07.2017	11:00 hrs
5.	Seek Clarification End Date	24.07,2017	13:00 hrs
6.	Pre Bid Meeting Date	27.07.2017	13:00 hrs
7.	Pre Bid Meeting Place: Registrar Office, Chankaya Bhawan, MDS University,	Kayad Road, A	imer
8.	Bid Submission End Date	09.08.2017	16:00 hrs
9.	Last Date & Time of Submission of Hard Copy of Tender document at MDSU, Ajmer	10.08.2017	12:00 hrs
10.	Technical Bid Opening Date	10.08.2017	15:00 hrs
11,	Date & Time of Opening of Financial Bid	technically q	nated to all the ualified bidders only

	Important Information	
S.No.	Detail	Amount
1.	Tender Document Cost	Rs.; 500,00
2.	Estimated Tender Value (for one year)	Rs: 25.00 lacs
3.	Earnest Money (2% of Estimated Tender Value)	Rs.: 50,000/-
4.	Security Deposit Amount (5% of Estimated Tender Value)	Rs.: 1,25,000/-
5,	RISL Processing Fee (Non Refundable)	Rs.: 1000.00

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Letter of Invitation and bidding process

Two-stage selection procedure shall be adopted that will proceed as follows:

- The first stage proposal will consist of Technical Bid & second stage will be the Commercial Bid. Commercial Bids of only technically qualified Bidders based on evaluation of the Technical Bid shall be opened. A decision as to whether or not a Bidder will be technically qualified will be based on the Bidder's experience and reputation and scrutiny of documents submitted by the bidder in support thereof.
- · Earnest Money Deposit will be as described later in this document.
- Each Bidder shall submit only one bid and bid must be delivered according to schedule.

Instructions to Bidder

- 1. Instruction to Bidders for online tendering (e-tendering)
 - i- The bidders who are interested in bidding can download bid documents from https://eproc.rajasthan.gov.in.
 - Bidders who wish to participate in this e-bid will have to register on http://eproc.rajasthan.gov.in (bidders registered on eproc.rajasthan.gov.in before 30-09-2011 needs to register again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type II or type III) as per Information Technology, Act-2000 using which, they can sign their electronic bids. Bidders can procure the same from any CCA approved i certifying agency, i.e. TCS, safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

Contact No. 0141-4022688(help desk 10 am to 6 pm on all working days.) e-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D.for Tender Fees, Processing Fees and bid earnest money should be submitted manually in the office of Tendering Authority before closing date & time of technical bids submission and scanned copy of D.D. should also be uploaded along with the online bid.
- iv- Before electronically submitting the bid, it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.

2. Cost of Bidding

The Bidder shall bear all the cost incurred for preparing the proposal including expenses of travel and lodging that may be required including collecting information from the department and other communication required with the department regardless of the outcome of the bidding process.

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3. The bidding comprises of two bid system i.e. Technical Bid and Financial Bid.

4. Packaging the Bid

The offer should be enclosed in a duly sealed envelope super scribed with bid reference number, work name, due date and bidder name. The envelope should contain two separate envelopes, the details of them are written below.

- (i) Envelope-I Technical Bid, Tender Document Fees, Earnest money and RISL Processing Fees. (Demand Draft of RISL processing fee should be in favour of "Managing Director, RISL" payable at Jaipur)
- (ii) Envelope-II Financial Bid.

5. Number of copies of the bid

The Bidder is required to submit one copy of the Technical Bid through eproc.rajasthan.gov.in by uploading all required and relevant documents. In addition to this all these document should also be submitted in hard copy physically in sealed envelope, clearly marking envelope as "Technical Bid". In the event of any discrepancy between the hard copies and/or the softcopies uploaded, the information submitted in hard copy shall prevail.

6. Authentication of Bid

The original and all copies of the Bid Document shall be computer laser printouts and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document.

7. Last date and time for receiving sealed offers

The sealed offers should reach by the speed post to the address mentioned in the "Important dates and Information".

8. Pre-bid Meeting (PBM)

MDSU, Ajmer shall make best efforts to respond to any request for clarification for the Bid Document to the prospective Bidders. Such requests are to be made in writing and are to be received by the office of Deputy Registrar (GAD) MDSU, Ajmer at least 5 working days before the Pre-Bid Meeting as per the date and time mentioned in the important dates and Information. The clarification shall be made in writing to the extent possible. The format for request for clarification is given below.

Bidder Name and Address			
Date:		Bid Reference No:	
Sr. No.	Section Reference Description from RF	Number (SRN) and	Clarification Sought
	SRN	Description	
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	- v		

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Queries not adhering to the format above or queries not received within the mentioned deadline shall not be taken up at the Pre Bid Meeting. MDSU, Ajmer shall not be responsible for any delay in receiving the clarification document including but not limited to any delays like postal delays.

9. Amendment of BID DOCUMENT

- (i) Amendment of Bidding Document— Any amendment issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the State Public Procurement Portal and the Procuring Entity's web site for prospective Bidders to download.
- (ii) To give prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the State Public Procurement Portal and its official website.
- Prices must not be indicated in the Technical Bid and must be quoted in the Financial Bid only.

11. Financial Bid

Financial Bid should only indicate price without any condition or qualification whatsoever, including all taxes applicable viz. CST/ST, VAT, SERVICE TAX, Octroi etc. and FoR University office. Financial Bid should contain the bill of quantity - BoQ (Exactly in the excel format given on the eproc portal) and should be submitted online and a hard copy as described above. The financial offers should be complete in all respects and it should not contradict with the Technical Offer in any manner.

12. Bidders should express the price of their services in Indian currency only.

13. Validity of Bids

Bids shall remain valid for 3 months after the date of technical bid opening. A Bid valid for a shorter period shall be rejected as non-responsive.

14. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with RTPP Act 2012 and Rules thereto, the later (RTPP act) shall prevail.

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

अध्याय-1 बिड आमंत्रण

1. इस विश्वविद्यालय के परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून, 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति करने हेतु दर संविदा आमंत्रित की जाती है।

2. बिड विहित बिड प्रपत्र में ऑनलाईन निर्धारित तिथि तक भरनी होगी।

3. बिंड सूचना राज्य सरकार के नियमों के अनुसार समाचार पत्रों में जारी करने के साथ राजस्थान सरकार की अधिकृत वैबसाइट http:/sppp.raj.nic.in एवं विश्वविद्यालय की वैबसाइट mdsuajmer.ac.in.पर प्रकाशित कर दी है।

4. बिड प्रपत्र उक्त वैबसाईटों पर उपलब्ध है जो कि इच्छुक फर्मों द्वारा डाउनलोड किया जा सकता

5. बोलीदाता से अपेक्षित है कि वह बिंड जमा करवाने से पूर्व सम्पूर्ण बिंड प्रपन्न का भली भांति अध्ययन कर ले तथा विश्वविद्यालय के परिसर का निरीक्षण कर ले। इस संबंध में किसी भी प्रकार के स्पष्टीकरण हेतु बिड प्रस्तुत करने से पूर्व उपकुलसचिव-सामान्य प्रशासन से कार्यालय समय में सम्पर्क किया जा सकता है एवं नमूने आदि की जानकारी विश्वविद्यालय भण्डार शाखा से की जा

6. बोलीदाता, पूर्ण रूप से हार्ड कॉपी बिड मय समस्त वांछित प्रपत्रों / संलग्नकों के, बिड प्रस्तुत करने हेतु निर्धारित अंतिम तिथि एवं समय में; बिड सूचना में अंकित स्थान पर उपकुलसचिव-सामान्य प्रशासन के पास जमा करवाना सुनिश्चित करवायेगा। निर्धारित समय के पश्चात प्रस्तुत हार्ड कॉपी

एवं ऑनलाईन भरी हुई निविदा पर भी विचार नहीं किया जावेगा।

7. बोलीदाता द्वारा बिंड के साथ अथवा उससे पूर्व बिंड शुल्क एवं अमानत धन राशि विहित रूप में जमा करानी अनिवार्य है। बोलीदाता अमानत राशि का डी.डी. / वैंकर्स चैक ऑनलाईन भरी हुई निविदा की प्रति के साथ निर्धारित अंतिम तिथि तक संलग्न कर जमा कराना अनिवार्य है, इसके अभाव में निविदा निरस्त समझी जावेगी। तथापि, यदि बोलीदाता किसी प्रकार की नियमानुसार छूट चाहता है तो उसे बिड में उसका उल्लेख करते हुये संबंधित प्रपत्रों की स्व-सत्यापित प्रतियां संलग्न की जानी चाहिए अन्यथा उक्त बिंड को छूट के योग्य नहीं समझा जायेगा।

8. विभाग द्वारा समय पर प्राप्त बिडों को, बिड सूचना में दर्शीये गये समय एवं दिनांक को विभागीय उपापन समिति तथा उपस्थित बोलीदाताओं के समक्ष खोला जायेगा। सर्वप्रथम तकनीकी बिडें खोली जायेगी तथा तकनीकी मृत्यांकन के पश्चात तकनीकी रूप से सफल बोलीदाताओं की वित्तीय बिडे संबंधित कम्पनी, फर्म एवं एजेन्सी के उपस्थित प्रतिनिधियों के समक्ष खोली जाएगी जिसका दिनांक,

समय व स्थान बोलीदाताओं को ई-मेल पर सूचित कर दिया जाएगा।

9. बोलीदाता द्वारा बिंड निर्धारित प्रारूप मय अनुलग्नकों के तथा प्रत्येक पृष्ठ पर हस्ताक्षर कर व मोहर लगाकर प्रस्तृत करेगा।

10. विभाग को किसी भी बिंड को, पूर्ण अथवा भाग को, स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत / निरस्त बिडों के बोलीदाताओं से कोई विचार विमर्श नहीं किया जायेगा।

11. बिंड प्रपन्न में बतायी गई शर्तों के अतिरिक्त बोलीदाता की कोई भी अन्य शर्त स्वीकार नहीं की जावेगी।

> कुलसचिव, म.द.स. विश्वविद्यालय, अजमेर

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महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

अध्याय -2

पात्रता के मानदण्ड (Eligibility Criteria)

2.1 कम्पनी/एजेन्सी/फर्म के निदेशकों/कम्पनी सचिव/प्रोपराईटरों/साझेदारों/मालिक के अतिरिक्त किसी अन्य व्यक्ति के द्वारा बिड भरी जाने की अवस्था में उस व्यक्ति को बिड भरने हेतु निदेशकों/कम्पनी सचिव/प्रोपराईटरों/साझेदारों/मालिक द्वारा अधिकृत किया जाने वाले दस्तावेज की प्रति प्रस्तुत करनी होगी जो कम्पनी/एजेन्सी/फर्म के निदेशकों/कम्पनी सचिव,/प्रोपराईटरों/साझेदारों/मालिक फर्म के निदेशकों/कम्पनी सचिव प्रोपराईरों/साझेदारों/मालिक द्वारा सत्यापित होनी चाहिये।

2.2 कार्यानुभव — ठेकेदारों / बोलीदाताओं को राजकीय कार्यालयों, अर्द्धशासकीय कार्यालयों, स्वायत्तशासी निकायों में स्टेशनरी आपूर्ति करने का कम से कम दो वर्ष का अनुभव हो तथा एक वर्ष का कार्य न्यूनतम राशि रूपये 30.00 लाख रूपये वार्षिक टर्न ओवर या इससे अधिक मूल्य का ठेका दिया गया हो। इस संबंध में बोलीदाता द्वारा अनुभव प्रमाण पत्र कार्यादेश की प्रति प्रस्तुत करनी अनिवार्य

होगी इसके अभाव में बिड निरस्त की जा सकती है।

2.3 कम्पनी/एजेन्सी/फर्म का प्रारूप :— बोलीदाता कम्पनी/एजेन्सी/फर्म का पिछले दो वर्षों में प्रति वर्ष राशि न्यूनतम रूपये 30.00 लाख का टर्नऑवर रहा हो का सनदी लेखाकार से अंकेक्षित विवरण पत्र संलग्न करावें।

- 2.4 बिड मूल्य :— बोलीदाताओं को बिड प्रपन्न के साथ निर्धारित बिड मूल्य आवश्यक रूप से जमा करवाया जाना है जिसके बिना बिड निरस्त समझी जायेगी। तथापि कोई बोलीदाता बिड शर्तों के अनुरूप बिड मूल्य में छूट पाना चाहता है तो उसे बिड में इसका उल्लेख करते हुये समस्त आवश्यक प्रपन्न बिड के साथ संलग्न करने होगें जिनके बिना उसे छूट का पात्र नहीं समझा जायेगा।
- 2.5 बोली प्रतिभूति (अर्नेस्ट मनी) :-- ठेकेदारों / बोलीदाताओं को बिड अमानत राशि (अर्नेस्ट मनी) जिसका विवरण सुरक्षित धन राशि संबंधित अध्याय में दिया गया है के अनुसार आवश्यक रूप से बिड जमा करवाने के समय जमा करवानी है। बिड अमानत (Bid Security) राशि के अभाव में बिड निरस्त समझी जावेगी। तथापि कोई बोलीदाता बिड शर्तों के अनुरूप सुरक्षित धन राशि में छूट पाना चाहता है तो उसे बिड में इसका उल्लेख करते हुये समस्त आवश्यक प्रपत्र बिड के साथ संलग्न करने होंगे जिनके बिना उसे छूट का पात्र नहीं समझा जायेगा।
- 2.6 बोलीदाता अपने लेटर पेड पर निर्धारित प्रारूप (Annexure-1) में Undertaking प्रदान करेगा जिसमें वह स्पष्ट रूप बिड के साथ लगाये गये प्रपत्रों / दस्तावेजों के सत्य होने का उल्लेख करेगा।
- 2.7 बोलीदाता अपने लैटर पेंड पर निर्धारित प्रारूप (Annexure-2) में Undertaking प्रदान करेगा जिसमें वह प्रमाणित करेगा कि बोलीदाता कम्पनी/एजेन्सी/फर्म/केन्द्र/राज्य सरकार अथवा किसी भी सरकारी उपक्रम द्वारा Black Listed नहीं किया गया है।

2.8 आयकर विभाग द्वारा जारी पेन कार्ड की फोटो प्रति संलग्न करनी होगी।

- 2.9 सर्विस टैंक्स पंजीकरण एवं शोधन प्रमाण पत्र संलग्न करना होगा एवं जीएसटी पंजीकरण प्रमाण पत्र संलग्न करना होगा।
- 2.10 निविदादाता यां संस्था, फर्म या ऐजेन्सी संबंधित कार्य के लिए सक्षम सत्ता का नवीनतम पंजीकरण की स्वप्रमाणित प्रति संलग्न किया जाना है।
- 2.11 बोनाफाईड डीलरशीप/विनिर्माता आदि का निर्धारित प्रारूप में घोषणा पत्र संलग्न करना होगा। (Annexure-3)

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर अध्याय –3

बिड अमानत राशि (Bid Security)

- 3.0.0 बोलीदाता द्वारा तकनीकी बिड के साथ बिड अमानत राशि निम्न शर्तों के अन्तर्गत जमा करवाया जाना अपेक्षित है :-
- ठेकेदार/बोलीदाता द्वारा बिड में अभिलिखित किये अनुमानित मूल्य का 2% (दो प्रतिशत) अमानत बिंड के साथ जमां कराया जाना अनिवार्य होगा। बिना बिंड अमानत के बिड पर विचार नहीं किया जाएगा।

बिंड अमानत राशि डिमाण्ड ड्राफ्ट अथवा बैंकर्स चैक के रूप में कुलसचिव, महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर को देय स्वीकार की जाएगी।

- असफल बोलीदाताओं की बिंड अमानत का प्रतिदाय सफल बोली की अंतिम स्वीकृति और करार के हस्ताक्षर करने और कार्य सम्पादन अमानत प्रस्तुत करने के पश्चात् शीघ कर दिया जायेगा।
- 3.0.4 सफल बोलीदाता की बिंड अमानत राशि (अर्नेस्ट मनी) को कार्य सम्पादन प्रतिभूति (Security Deposite) में समायोजन की जाएगी तथा शेष कार्य सम्पादन प्रतिभूति राशि (Security Deposite), करार के निष्पादन के समय ली जाएगी। यदि सफल बोलीदाता द्वारा पृथक से पूर्ण प्रतिभूति राशि जमा करा दी गयी है तो जमा कराई बिड अमानत लौटा दी जावेगी।
- 3.0.5 बिंड अमानत (अर्नेस्ट मनी) का समपहरण (Forfieture of Earnest Money) :-निम्नलिखित मामलों में बिड अमानत राशि को समपहत कर लिया जाएगा।
 - जब बोलीदाता बिड को खोलने के बाद किन्तु बिड को स्वीकार किये जाने से पूर्व अपने प्रस्ताव को वापस ले लेता है या उसमें उपान्तरण करता है।
 - यदि वह विनिर्दिष्ट समय के भीतर करार, का निष्पादन नहीं करता है
 - जब वह विहित समय में कार्य प्रारम्भ करने में असफल रहता है।
 - जब बोलीदाता बोली स्वीकृति आदेश देने के बाद कार्य सम्पादन अमानत जमा नहीं कराता है।
- 3.0.6 जमा कराई गई बिड अमानत राशि को समपहृत करने से पूर्व युक्तियुक्त समय देते ह्ये बोलीदाता को नोटिस दिया जाएगा।

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

अध्याय -4 बिड की विधि

यह बिड द्वि-स्तरीय बिड सिस्टम आधारित है जिसमें प्रथम स्तर तकनीकी बिड है तथा द्वितीय स्तर 4.0.0 वित्तीय बिड है। बिड की विधि निम्नानुसार है।

बिड टाइप की हुई होनी चाहिये। 4.0.1

बोलीदाताओं द्वारा बिड एक मुख्य लिफाफे में प्रस्तुत की जाये जिसके उपर के भाग में बिड संख्या, बिड का विषय स्पष्ट रूप से लिखा होना चाहिये। इसके साथ बोलीदाता कम्पनी/एजेन्सी/फर्म का नाम भी स्पष्ट रूप से लिखा जाना चाहिये।

मुख्य लिफाफे में तकनीकी बिड एवं वित्तीय बिड दो अलग-अलग लिफाफों में रखी जानी चाहिये जिसके उपर बिंड संख्या व दिनांक , निविदा का विषय एवं बोलीदाता कम्पनी / एजेन्सी / फर्म के नाम के साथ क्रमशः तकनीकी बिड तथा वित्तीय बिड रेखांकित करते हुये लिखा होना चाहिये। किसी भी लिफाफे के पृष्ठ भाग पर कुछ भी नहीं लिखा जाये।

तकनीकी बिंड में बिंड प्रपत्र (भरा हुआ), बिंड - 'शर्तों की स्वीकार्यता के रूप में बिंड की प्रति, समस्त सामान्य एवं तकनीकी जानकारी, बिड मूल्य, बोली प्रतिभूति, प्रमाण पत्रों एवं आवश्यक

दस्तावेजों की प्रतियां इत्यादि रखी जानी चाहिये।

वित्तीय बिड में केवल वित्तीय बिड प्रपत्र (अध्याय - के अनुसार) होना चाहिये। 4.0.5

तकनीकी तथा वित्तीय बिंड का प्रत्येक पृष्ठ बोलीदाता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित 4.0.6 तथा कम्पनी / एजेन्सी / फर्म की मोहर लगा होना चाहिये।

बिड एवं संलग्न प्रपत्र हिन्दी अथवा अंग्रेजी (English) भाषा में होने चाहिये। 4.0.7

- बोलीदाता बिंड प्राप्त करने, भरने, विभाग के समक्ष प्रस्तुत करने तथा स्पष्टीकरण यदि कोई हो, प्रस्तुत करने के दौरान होने वाले समस्त खर्चे स्वयं वहन करेगा। इस हेतु विभाग द्वारा कोई भी राशि देय नहीं होगी।
- बोलीदाता से यह अपेक्षित है कि उसे कार्य की साईट, बिड की शर्तों एवं अन्य समस्त स्थानीय कानूनों एवं परिस्थितियों को पूर्ण ज्ञान होगा। ऐसा न होने पर होने वाले नुकसान और/अथवा अन्य प्रभाव के लिये बोलीदाता स्वयं जिम्मेदार होगा तथा विभाग किसी क्षतिपूर्ति के लिये उत्तरदायी नहीं होगा।

4.0.10 बिड, प्रस्तुत किये जाने की आखिरी दिनांक के पश्चात 90 दिवस तक वैद्य होगी।

4.0.11 विश्वविद्यालय द्वारा तकनीकी बिंड को उपापन समिति एवं बोलीदाता कम्पनी / एजेन्सी / फर्म के उपस्थित प्रतिनिधियों के समक्ष प्रकाशित बिड में इंगित तकनीकी बिड खोले जाने के दिनांक एवं समय पर खोला जायेगा। तकनीकी बिंड का मूल्यांकन उपापन समिति द्वारा किया जायेगा। जिसमें ऐसी बिड जो सम्पूर्ण हो तथा अध्याय 2 में वर्णित तकनीकी अर्हताएं पूरी करती हो को तकनीकी रूप से स्वीकृत बिंड घोषित किया जावेगा। जो बिंड अपूर्ण हो अथवा तकनीकी अर्हताएं पूरी नहीं करती हो उन्हे अस्वीकृत घोषित कर निरस्त कर दिया जायेगा।

4.0.12 तकनीकी रूप स्वीकृत बिड बोलीदाताओं की ही वित्तीय बिड को उपापन समिति तत्संबंधित बोलीदाता कम्पनी / एजेन्सी / फर्म के उपस्थित प्रतिनिधियों के समक्ष खोला जायेगा, जिस हेत् दिनांक समय एवं स्थान की सूचना तत्संबंधित बोलीदाता / कम्पनी / फर्म को बिंड में बताये गये

पते ई-मेल पर दे दी जायेगी।

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष)के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

' अध्याय –5

अपात्रता

- बोली निम्न कारणों से अपात्र घोषित की जा सकती है :-
- बिड सूचना में प्रकाशित अंतिम तिथि एवं समय के पश्चात् प्राप्त हुई बिड । 5.01
- बिना बिंड मूल्य एवं बोली प्रतिभूति (Earnest Money) के जमा बिड। यदि इनमें छूट चाही 5.02 गई है तो इसके लिये पात्रता साबित करने के लिये आवश्यक प्रपत्र / दस्तावेजों की स्व सत्यापित प्रतियों के बिना प्राप्त बिड।
- विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना / तय समय से देरी से प्रदान करना।
- 5.04 एक से ज्यादा बिंड प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त बिंड तकनीकी मूल्यांकन में निरस्त की जा सकेगी।
- अपूर्ण व सशर्त बिड प्रस्तुत करना। 5.05.
- तकनीकी अर्हताओं का पूर्ण न कर पाना
- बोलीदाता अथवा उसके किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना / डलवाना, विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव करना अथवा गैर कानूनी रूप से तुष्टीकरण करना।
- 5.08 अल्प वैद्यता वाली बिड प्रस्तृत करना।

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महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

अध्याय –6 बिंड का मूल्यांकन

6.0.0 → बिड का मूल्यांकन निम्नानुसार होगा :--

6.0.1 तकनीकी बिड, बिड—सूचना में प्रकाशित अंतिम तिथि एवं समय तक प्राप्त होने वाली समस्त बिड उपापन समिति एवं कम्पनी/एजेन्सी/फर्मों के उपस्थित प्रतिनिधियों के समक्ष तकनीकी बिड खोलने हेतु निर्धारित तिथि एवं समय को खोली जावेगी। उक्त तिथि/समय में परिवर्तन होने पर नवीन तिथि की सूचना प्रदान कर दी जायेगी।

6.0.2 तकनीकी बिड खुलने के समय समस्त वित्तीय बोलीदाताओं के लिफाफे बंद रखते हुये एक अन्य लिफाफे में रख कर सील कर दिया जायेगा। इस लिफाफे को वित्तीय बिड के खुलने के समय विभागीय उपपान समिति के सदस्यों एवं सफल कम्पनी / एजेन्सी / फर्मों के उपस्थित प्रतिनिधियों के समक्ष खोला जायेगा।

6.0.3 तकनीकी बिड खुलने के बाद इनको तकनीकी रूप से मूल्यांकन किया जायेगा। आवश्यकता समझने पर बोलीदाताओं से उनके द्वारा प्रस्तुत तकनीकी बिड में प्रस्तुत किये गये किसी भी प्रपत्र/दस्तावेज पर स्पष्टीकरण भी मांगा जा सकता है जिसे बोलीदाताओं को तय समय सीमा में विभाग के समक्ष प्रस्तुत करना होगा। बोलीदाताओं द्वारा दिये गये स्पष्टीकरण को स्वीकार अथवा अर्खीकार करने का अधिकार विभागीय उपापन समिति का होगा। बोलीदाता स्पष्टीकरण के जवाब में कोई भी नवीन दस्तावेज प्रस्तुत नहीं करेगा। ऐसा करने पर नवीन दस्तावेज मान्य नहीं होगा।

6.0.4 तकनीकी बोली के मूल्यांकन के पश्चात् अपूर्ण अथवा तकनीकी अर्हता पूर्ण नहीं करने वाली बिडों को अस्वीकार करते हुये निरस्त घोषित कर दिया जायेगा। तथा अन्य सभी बिडों को स्वीकार करते हुये उन की वित्तीय बिड खोली जायेगी।

6.0.5 प्राप्त दरों के आधार पर न्यूनतम बोलीदाता को कार्यादेश दिया जावेगा बोलीदाता द्वारा कार्यादेश को स्वीकार करने के साथ विभाग में कार्य सम्पादन प्रतिभूति राशि जमा करवाते हुये तत्संबंधित समय पर प्रचलित कानून/नियमों के अनुसार राशि के नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबंध प्रस्तुत करना होगा। अनुबंध एवं कार्य सम्पादन प्रतिभूति तय सीमा में प्रस्तुत करनी होगी।

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर

परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

्अध्याय –७ कार्य सम्पादन प्रतिभूति

(Performance Security)

7.0.0 कार्य सम्पादन प्रतिभूति (Performance Security) एवं निर्णित हर्जाना (Liquidated Damages) नियमानुसार होंगे :--

- 7.0.1 कार्य सम्पादन प्रतिभूति सफल बोलीदाताओं द्वारा कार्य आदेश की राशि का 5 प्रतिशत के बराबर कार्य सम्पादन प्रतिभूति आदेश की दिनांक से 07 दिवस में जमा करानी होगी।
- 7.0.2 कार्य सम्पादन प्रतिभूति किसी अनुसूचित बैंक का ड्राफ्ट या बैंकर चैक किसी एक रूप में दी जायेगी।
- 7.0.3 कार्य सम्पादन प्रतिभूति का समपहरण (Forfieture of Performance Security) :— निम्नलिखित मामलों में प्रतिभूति राशि का समपहृत कर लिया जाएगा :—

1. जब संविदा में किन्हीं निबंधनों और शर्ती का उल्लघंन किया गया हो।

- जब बोलीदाता सामग्री ,उपलब्ध कराने का कार्य संतोषजनक ढंग से करने में असफल रहता हो।
- जमा कराई गई प्रतिभूति निक्षेप को समपहृत करने से पूर्व युक्तियुक्त समय देते हुये बोलीदाता को नोटिस दिया जाएगा।
- बयाना राशि / प्रतिभृति निक्षेप की समपहृत की गई राशि संबंधित विभाग के शीर्ष अन्य प्राप्तियों में जमा करायी जाएगी तथा अन्तरण प्रविष्टि की व्यवस्था के लिए आवश्यक कार्यवाही की जाएगी।
- 7.0.4 प्रतिभूति निक्षेप का प्रतिदाय :- अनुबंध की अवधि समाप्त होने के तीन माह पश्चात् प्रतिभूति निक्षेप बोलीदाता को लौटा दिया जावेगा। प्रतिभूति राशि, अमानत राशि पर किसी प्रकार का ब्याज देय नहीं होगा।
- 7.0.5 हर्जाना/शास्ति :- किसी माह में स्टेशनरी उपलब्ध/आपूर्ति कराने का कार्य अपूर्ण या असंतोषजनक रहने की स्थिति में हर्जाना/शास्ति निम्नानुसार वर्णित राशि के अनुसार उस माह के बिल में से काट ली जावेगी।
- 7.0.6 बोलीदाता से वसूली की जाने योग्य राशि की वसूली उसको देय बिल में से की जायगी। राशि अधिक होने पर कार्य सम्पादन प्रतिभूति राशि में से भी की जा सकेगी।
- 7.0.7 बोलीदाता से वसूल की जाने योग्य राशि कार्य सम्पादन प्रतिभूति राशि से अधिक होने पर मांग पत्र जारी करने पर नगद इस कार्यालय में जमा करानी होगी। इस मांग पत्र पर जमा नहीं कराने पर पी.डी.आर. एक्ट के तहत् वसूली की जा सकेगी।

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर

परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

अध्याय -8

सामान्य नियम, शर्ते एवं भुगतान

निविदा में अकित फाईल कवर लिफाफे स्टेशनरी, टाट व अन्य सामग्री संबंधी जानकारी निविदादाता किसी भी कार्यदिवस को कार्यालय समय में निविदा देने से पूर्व आकर सामान्य प्रशासन अनुभाग के भण्डार से प्राप्त कर सकते है ।

फाइल कवर का कागज अच्छी किरम की कार्ड सीट 250 जीएसएम में होगी एवं मुद्रण साफ व सुन्दर अक्षरों में (विश्वविद्यालय

का नाम, मोनोग्राम आदि) विवरण मुदित होना चाहिये ।

लिफाफे, रजिस्टर, रूल्ड कागज, फाइल कवर मुद्रण में प्रयोग किये जाने वाले निर्धारित स्पेसिफिकेशंस के कागज की गुणवता जीएसएम व किस्म का उल्लेख सहित हस्ताक्षरित फर्म की मोहर सहित सैम्पल संलग्न करना होगा ।

विभिन्न प्रकार की स्टेशनरी का मैक/ब्रांड स्पेशिफिकेशन्स का उल्लेख वित्तीय बिंड में करना होगा ।

- सफल निविदादाता / निविदादाताओं को दशें के अनुमोदन की तारीख से सात दिवस के भीतर एक अनुबंध नियमानुसार राशि के नोन ज्युडिशियल स्टाम्प पेपर पर इकरारनामा करना होगा ।
- सफल निविदादाता को 5 प्रतिशत राशि बतौर सुरक्षा राशि दरों के अनुमोदन का पत्र प्राप्ति के 7 दिवस में वित्त एवं लेखा शाखा में डी.डी./बैंकर्स चैंक के रूप में जमा करानी होगी। बयाना राशि निविदादाता के अनुरोध पर मुरक्षा राशि में समायोजित की जा सकेंगी। सुरक्षा राशि जमा होने पर कार्यादेश जारी किया जायेगा।

7. सुरक्षा राशि को संतोषप्रद कार्य की क्रियान्विति की स्थिति में कार्य पूरा होने की तारीख के दो माह बाद लौटाई जा सकेगी तथा इस राशि पर किसी भी प्रकार की कोई ब्याज की राशि देय नहीं होगा।

विश्वविद्यालय न्यूनतम दरों पर आपूर्ति आदेश देने के लिये बाध्य नहीं है। विश्वविद्यालय को किसी भी निविदा को उसके किसी भी भाग को बिना किसी कारण बताये स्वीकृत / अस्वीकृत करने का अधिकार आरक्षित है। किसी भी प्रकार की विवादस्पद स्थिति में कुलपित का निर्णय अंतिम एवं मान्य होगा।

10. सम्पूर्ण कार्य होने के बाद बिल तीन प्रति में भुगतान के लिये प्रस्तुत करना होगा। इस कार्य हेत् किसी भी प्रकार का कोई अग्रिम भुगतान नहीं किया जावेगा।

11. इस कार्य के तहत यदि किसी प्रकार की कोई कर की राशि देय होती है तो नियमानुसार फर्म के बिल से विश्वविद्यालय द्वारा काटी जा सकेगी।

12. फाइल कवर, लिफाफे, स्टेशनरी, टाट व अन्य सामग्री संतोषप्रद नहीं होने अथवा समय पर आपूर्ति नहीं करने की श्थिति में विश्वविद्यालय अन्य फर्म से कार्य करा सकेंगा। इस प्रकार के कार्य कराने में यदि विश्वविद्यालय को अधिक भुगतान करना पड़ता है तो अन्तर/क्षतिपूर्ति की राशि की वसूली फर्म के बकाया बिल की राशि से की जा सकेगी।

13. कोई भी निविदा सशर्त अथवा निविदादाता की और से कोई भी शर्त स्वीकार नहीं की जावेगी। अन्यथा पी.डी.आर.एल. एक्ट के

तहत कार्यवाही करके वसूली की जावेगी।

14. निविदाओं में उल्लेखित दरें कार्यादेश की तिथि से जुलाई, 2017 से 30 जून, 2017 तक (एक वर्ष) के लिए वैध होगी तथा आपसी सहमति से एक वर्ष तक बढ़ाई जा सकेगी।

15. फाईल कवर, लिफाफे, स्टेशनरी, टाट बोरे व अन्य सामग्री विश्वविद्यालय द्वारा निर्धारित एवं स्वीकृत सैम्पल के अनुसार ही होने

16. अंकित तादाद में कमी अथवा वृद्धि आवश्यकतानुसार की जा सकेगी।

17. कर्म कार्य आदेश की दिनांक से 15 दिन की अवधि में लिफाफों को छोड़कर फाइल कवर, स्टेशनरी, टाट व अन्य सामग्री की आपूर्ति अवश्य करनी होगी तथा लिफाफे कार्यादेश की दिनांक से 30 दिवस में आपूर्ति करनी होगी।

सामग्री की आपूर्ति निर्धारित समयाविध में नहीं करने पर निम्नानुसार शास्त्री आरोपण की जा सकेंगी —

1. 1/4 अवधि तक विलम्ब हेत्

2.5 प्रतिशत

2. 1/4 से अधिक किन्तु 1/2 अवधि तक विलम्ब हेत्

प्रतिशत

3. 1/2 से अधिक किन्तु 3/4 अवधि तक विलम्ब हेत

7.5 प्रतिशत

4. 3/4 अवधि से अधिक अवधि के विसम्ब हेत्

10 प्रतिशत

19 समस्त दरें एक ओ.आर. विश्वविद्यालय भण्डार में होगी ।

- 20 समस्त सफल निविदाकार अपनी सर्विदा को या उसके किसी सारवान भाग को किसी अन्य एजेन्सी को नहीं साँपेगा या सब लैट नहीं कर सकेगा ।
- 21. समस्त विधिक कार्यवाईयाँ यदि सरूचित किया जाना आवश्यक हो, किसी भी पक्षकार द्वारा अजमेर में स्थित न्यायालयों में ही की जाएगी, अन्यत्र नहीं दी जायेगी ।
- 22. सामग्री का नमूना संलग्न करना होगा जिसकी इस कार्यालय द्वारा कोई कीमत नहीं दी जावेगी तथा सफल निविदादाता को नमूने की सामग्री वापस भी नहीं लौटाई जावेगी।

23 निविदादाता को कोई अग्रिम राशि देय नहीं होगी।

- 24. उपरोक्त शर्तों के अतिरिक्त सामान्य वित्तीय लेखा नियमों की अन्य शर्तों की पालना करनी होगी।
- 25. दरें शब्दों व अंकों में स्पष्ट अकित होनी चाहिए। दरें अलग होने पर सबसे कम दर को मान्य किया जाएगा।

John John

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर

परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष)के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

ANNEXURE -01

उक्त कार्य हेत अनुभव का विवरण

विभाग / संस्थान	राजकीय/अर्द्ध	हेतु अनुभव का अवधि (कार्यादेश	ठेके की अवधि	कार्यादेश के
का नाम	राजकीय/निजी	की स्वप्रमाणित प्रति संलग्न करें)	दिनांक से दिनांक तक	अनुसार ठेके की वार्षिक लागत

मैं यह घोषणा करता हूँ कि उपरोक्त सूचना / दस्तावेज मेरी जानकारी के अनुसार सही है। कोई तथ्य नहीं छिपाया गया है।

	निविदादाता के हस्ताक्षर
	व पता मय फोन नं
2016/	New southerness and respect to the contract of

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर परीक्षा एवं कार्यालय उपयोग हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति बाबत दर संविदा

ANNEXURE -02

घोषणा पत्र	(बोलीदाता	व्यक्ति/	/कम्पनी /	/फर्म/	'एजेन्सी	के	लेटर	पेड	पर)	
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	मैं / हम / (कम्पनी / फर्म / एजेन्सी का नाम एवं पता)
हूँ कि	शपथ पर्वक निम्न घोषण करता / करती
1.	बिड कमांक मेरे/हमारे द्वारा दी गई समस्त जानकारियां/दस्तावेज पूर्णतया सही है तथा गलत पाये जाने पर इसकी जिम्मेदारी मेरी/हमारी रहेगी।
2.	मेरे / हमारे द्वारा यह प्रंमाणित किया जाता है कि मेरी / हमारी कम्पनी / फर्म / एजेन्सी को केन्द्र / राज्य सरकार अथवा किसी भी सरकारी उपक्रम द्वारा Black Listed नहीं की गया है।
	ट्यूनाध्य

नाम: पद: कम्पनी / फर्म / एजेन्सी नाम : कम्पनी / फर्म / एजेन्सी पूर्ण पता :

ple

ANNEXURE -03

DECLARATION BY TENDERERS

I/We declare that I am/We are bonafide/Manufacturers/Whole Sellers/Sole distributor/Authrised dealaer/dealers/sole selling/marketing agent in the goods/stores/equipments for which I/We have tendered.

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

Signature of the tenderer

M

00		*0	
निवदा	प्रपत्र	संख्या	

महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर तकनीकी बिड

परीक्षा एवं कार्यालय उपयोगं हेतु जुलाई, 2017 से 30 जून 2018 तक (एक वर्ष) के लिए स्टेशनरी आपूर्ति बाबत दर संविदा अनुमोदन दिनांक से एक वर्ष तक के लिए निविदा प्रपत्र

निविदादात की स्वयं सत्यापित फोटो

			सत्यापित फोटो
1.	व पूर्ण पता	/स्वयंसेवी संस्था का नाम	
2.	(क0 या फर्म या संस्था होने की	स्थिति में) (पंजीयन प्रमाण पत्र की प्रति संलग्न	करे)
3.	पंजीकृत संस्था द्वारा निविदा भर पदाधिकारी का नाम व पता मय	ने वाले प्राधिकृत फोन नम्बर	
	एवं आई.डी. प्रूफ		**********
4.	पूर्वानुभव	लय उपयोग हेतु स्टेशनरी आपूर्ति करने का ।	
	(Annexure-01)		***********
5.	निवदा प्रपत्र का मूल्य रूपये 500)/- बैंक ड्राफ्ट/बैंकर्स चैक संख्या	
6.	बाला अमानत रूपय ह	किस चैक / बैंक ड्राफ्ट संख्या	
7	वक शास्त्रा	V DD V	*********
7. 8.	RISL Processing fee Rs. 1000	% की फोटो प्रति संलग्न है	
9.	वर्ष २०४६ ४६ २०४६ ४७ के २०	७ का फाटा प्रांत सलग्न ह	
9.	विवरण पत्र संलग्न है	लाख के दर्न ओवर का सनदी लेखाकार द्वा	
10.	कि बोलीदाता / कम्पनी को राज्य नहीं किया गया है।	पर निर्धारित प्रारूप (Annexure -2) स्वयं प्रमा सरकार अथवा किसी भी सरकारी उपक्रम द्वारा	णित करेगा ब्लेक लिस्ट
11.	आयकर विभाग द्वारा जारी पेन क	गर्ड की स्व-प्रमाणित फोटो प्रति	
12.	वेट पंजीकरण एवं शोधन प्रमाण फोटो प्रति संलग्न करनी होगी।	पत्र संलग्न एवं जीएसटी पंजीयन प्रमाण पत्र र	च–प्रमाणित
13.	निविदादाता / संस्था / फर्म कार्य स्व-प्रमाणित फोटो प्रति संलग्न व	करने के लिए सक्षम सत्ता का नवीनतम प्रमा रुरनी होगी।	ण पत्र की
14.	अध्याय 2 में अंकित अवशेष समस		
15.	विनिर्माता / डीलशीप आदि का घो		
		हस्ताक्षर व	
1126	कुलसचिव,	निविदादाता का पूर्ण नाम	********
नहाव	दयानन्द सरस्वती विश्वविद्यालय, अजमेर	व पता मय फोन नं ई-मेल	
17 P	age MDSU/2016/	Signature & seal of the firm	

Item Rate BoQ

Tender Inviting Authority: Maharshi Dayanand Saraswati University, Ajmer

RATE CONTRACT FOR SUPPLY OF STATIONARY FOR EXAMINATION AND OFFICE PURPOSES FOR ONE YEAR

Contra

CONTRACT FOR SUPPLY OF STATIONANT
2110110111

Bidde

Name

PRICE SCHEDULE

This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMB	TEXT #	TEXT #	NUMBER # TEXT #	TEXT #	NUMBER	NUMBER # NUMBER #	NUMBER #
N SI	Item Description	Item Code	Quantity	Units	Estimated	BASIC RATE In	TOTAL
		100000000000000000000000000000000000000				Figures	With all
						with all	Taxes
						Taxes AND	
						EXPENSES	
						F.O.R	
						UNIVERSIT YTo be	
						entered by	
						Rs. P	
-	2	з	4	5	6	13	53
1 1	PHOTO STAT RIM A4 70 GSM (JK OR EQUIVALENT)		1936	1936 RIM	0.0000		0.00 INR Zero Only
82	210X297MM / 21.0X29 7: CM						
2 PI	2 PHOTO STAT RIM F.S. 70 GSM (JK OR EQUIVALENT)	2	1282	1282 RIM	0.0000		0.00 INR Zero Only
21	215X345MM / 215X345 CM						
3 G	3 GUM BOTTLE (BIG) 700 M.L. (CAMEUKORES OR EQU.)	ω.	194	194 NOS	0 0000		0.00 INR Zero Only
4 6	4 GUM BOTTLE (SMALL) 300 M.L. (CAMEL/KORES OR EQU.)	4	48	NOS	0.0000		0.00 INR Zero Only

0.00 INR Zero Only	0 0000	32 NOS	23	23 HOLDER PEN (WILSON) (ROYAL/LINK OR EQUV.)
0.00 INR Zero Only	0 0000	106 NOS	22	22 JEITER PEN (REYNOLD/RORITO OR EQUY)
0.00 INR Zero Only	0 0000	633 NOS	21	21 PEN ORDINARY (BLUE/RED) (REYNOLD OR EQUY.) BLUE 570. RED 63
0.00 INR Zero Only	0.0000	436 NOS	20	70 FOLDER PLASTIC A 4 (REPORT FILE TRANSPARENT- THICK) (MEGHA/ANKIT OR EQUV.)
0.00 INR Zero Only	0.0000	97 NOS	19	19 PIN CUSHION (BOOS/PREMIER OR EQUV.)
0.00 INR Zero Only	0.0000	308 PKT	18	18 ALPIN PKT NET WEIGHT 70 GRMS (ZEBRA OR EQUV.)
0.00 INR Zero Only	0.0000	465 NOS	17	17 NOTE SHEET PAD 8.5"X13.5" 70 GSM (LADZER PAPER)
0.00 INR Zero Only	0 0000	15 PKT	16	16 TEGS 8" (800 IN ONE PKT) (SUPERIOR)
0.00 INR Zero Only	0 0000	147 PKT	15	15 FILE LACE 24" (100 IN PKT.) NO.924 THICK (SUPERIOR)
0.00 INR Zero Only	0.0000	7915 NOS	14	14 FILE BOARD 14"X10" WITH 4" CLOTH FLAP (AS PER SAMPLE)
0.00 INR Zero Only	0.0000	7435 NOS	ā	13 FILE COVER (DIFFERENT COLOURS) 125"X8.5" 250GSM CARD SHEET (ACCORDING TO PRINTING SAMPLE)
0.00 INR Zero Only	0.0000	234 NOS	12	12 REGISTER RULED 2 QUARE 13"x8" (60GSM) (ORIENT PAPER OR EQU.)
0.00 INR Zero Only	0.0000	78 NOS	=	11 REGISTER RULED 3 QUARE 13"x8" (60GSM) (ORIENT PAPER OR EQU.)
0.00 INR Zero Only	0.0000	368 NOS	10	10 REGISTER RULED 4 QUARE 13"x8" (60GSM) (ORIENT PAPER OR EQU.)
0.00 INR Zero Only	0.0000	79 NOS	9	9 REGISTER RULED 5 QUARE 13"x8" (60GSM) (ORIENT PAPER OR EQU.)
0.00 INR Zero Only	0.0000	5820 PKT	00	8 STAPLER PIN NO 10 (KANGARO /KORES OR EQU.)
0.00 INR Zero Only	0.0000	300 PKT	7	7 STAPLER PIN 24/6 (KANGARD /KORES OR EQU.)
0.00 INR Zero Only	0.0000	15 NOS	ത	6 STAPLER (BIG) HP 45 (KANGARO /KORES OR EQU.)
0.00 INK Zero Only	0.0000	CONITOR	C	

0.00 INR Zero Only	0 0000	91 NOS	42	2 DUSTBIN (VEEJEE/WONDER OR EQUY)	420
0.00 INR Zero Only	0.0000	97 NOS	41	PAPER)	4 7
0.00 INR Zero Only	0.0000	151 NOS	40	40 FEVISTICK (KORES/PIDILITE OR EQUY) 08 GRAMS	40 F
0.00 INR Zero Only	0.0000	338 NOS	39	39 FEVISTICK (KORES/PIDILITE OR EQUY.) 15 GRAMS	39 F
0.00 INR Zero Only	0 0000	76 NOS	38	38 SHORT HAND NOTE BOOK 120 PAGE (HIND OR EQUV.)	38
0.00 INR Zero Only	0.0000	22 NOS	37	37 WATER CUSHION (BOSS/KEVIA OR EQUV.)	37 \
0.00 INR Zero Only	0,0000	230 NOS	36	6 PENCIL H B PKT. (NATRAJ OR EQUV.)	36 F
0.00 INR Zero Only	0.0000	46 NOS	35 5	RECEIPT REGISTER 17"X27"X2" 400 PAGES 70 GSM ((ADZIR PAPER)	35 F
0.00 INR Zero Only	0.0000	300 NOS	34	34 REFILL JETTER BLUE (REYNOLD OR EQUY.) BLUE 200. RED 100.	34
0.00 INR Zero Only	0.0000	500 NOS	33	REFILL BOZON (SMALL) BLUE RED.BLACK. (ROYAL/REYNOLD OR EQUIV.) BLUE 300, RED 200.	33 1
0.00 INR Zero Only	0.0000	300 NOS	32	REFILL BOZON (BIG) BLUE, RED, BLACK, (ROYAL/REYNOLD OR EQUY.) BLUE 200, RED 100	32 F
0.00 INR Zero Only	0 0000	173 KG	31	31 SUTLI (PER K.G.) 3 PLY	<u>ω</u>
0.00 INR Zero Only	0.000	60 NOS	30	SO STAMP PAD INK 300 M.L (ASHOKA OR EQUV.)	30
0.00 INR Zero Only	0.0000	90 NOS	29	29 STAMP PAD (MEDIUM)(ASHOKA OR EQUV.)	29
0.00 INR Zero Only	0.0000	11 NOS	28	28 PUNCHING MACHINE (BIG) NO 600 (KANGROJEQUV.)	28
0.00 INR Zero Only	0.0000	43 NOS	27	(KANGARO/EQUV.)	27
0.00 INR Zero Only	0.0000	83 NOS	26	26 CARBON (BLUE/BLACK)(KORES/MULTICOPY OR EQUV.)	26
0.00 INR Zero Only	0.0000	214 NOS	25	25 CORRECTION FLUID (CAMEL/LUXOR/KORES OR EQUV.)	25
0.00 INR Zero Only	0.0000	88 NOS	24	24 HOLDER PEN ORDINARY (ROYAL/LINK OR EQUV)	24

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4	43 SLIP PAD 8:5"X5:5" 58GSM 150 PAGE NO 22 (AS PER SAMPLE)	43	36	36 NOS	0.0000	0.00 INR Zero Only
44	BROWN TAPE 2" PLASTIC 50 MTR (SUPERIOR)	44	192	192 NOS	0.0000	0.00 INR Zero Only
4	45 MARKER PERMANENT THICK (LUXOR/CAMEL OR EQUV.) BLACK 726, RED 51	45	777	777 NOS	0 0000	0.00 INR Zero Only
46	46 HIGH LIGHTER (DIFFERENT COLOURS) (KORES OR EQUV.)	46	80	80 NOS	0 0000	0.00 INR Zero Only
47	47 SCALE 1' PLASTIC (NATRAJ/CAMEL)	47	158	158 NOS	0.0000	0.00 INR Zero Only
48	48 PENCIL CELL (LEAK PROOF) (PANASONIC OR EQUV.)	48	182	182 NOS	0.0000	0.00 INR Zero Only
49	SHARPNER (PLASTIC) (NATRAJ OR EQUV.)	49	36	36 NOS	0.0000	0.00 INR Zero Only
50	50 U-CLIP REASTIC COATED (GLOB OR EQUV.)	50	46 PK	PKT	0,0000	0.00 INR Zero Only
51	51 POKER PLASTIC HANDLE (SUPERIOR OR EQUV.)	51	97	97 NOS	0.0000	0.00 INR Zero Only
52	52 CD BOX OF 50 CD (SONY/MOSERBEER OR EQUY.)	52	w	вох	0 0000	0.00 INR Zero Only
53	53 DVD BOX OF 50 DVD (SONY/MOSERBEER OR EQUV.)	53	5	вох	0.0000	0.00 INR Zero Only
υn 4	STAFF ATTENDANCE REGISTER 39/N (AS PER SAMPLE)	54	18	NOS	0.0000	0.00 INR Zero Only
55	RUBBER BAND BIG (NYLON) (BALAJI BRANDIAMBIKA OR EQUV.)	55	30	PKT	0.0000	0.00 INR Zero Only
56	RUBBER BAND SMALL (NYLON) (BALAJI BRANDIAMBIKA OR EQUY.)	56	16	PKT	0.0000	0.00 INR Zero Only
57	57 STICKY NOTE PAD 75MMX15MM (3"X0.6") 240 SHEETS (SUPERIOR)	57	96	96 PADS	0.0000	0.00 INR Zero Only
<u>ن</u> 50	WHITE BOARD MARKER (CAMEL/LUXOR OR EQUV.) RED 40 BLUE 50 GREEN 50 BLACK 50	58	190	SON	0.0000	0.00 INR Zero Only
59	CLOTH ENVELOPE BROWN (SIZE 16"X12") (STAR 100 GSM OR EQUV.)	59	21650 NO	Nos	0.0000	0.00 INR Zero Only
60	CLOTH ENVELOPE BROWN (SIZE 19"X15") (STAR 100 GSM OR EQUV.)	60	27080 NO	SON	0.0000	0.00 INR Zero Only

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61	61 CLOTH ENVELOPE BROWN (SIZE 12"X8") (STAR 100 GSM OR EQUV.)	61	38000 NOS	0.0000	0.00 INR Zero Only
62	CLOTH ENVELOPE BROWN (SIZE 13"X11") (STAR 100 GSM OR EQUV.)	62	12030 NOS	0.0000	0.00 INR Zero Only
63	CLOTH ENVELOPE O.P. SETTING RED INK (SIZE 9"X4.5") GREEN (LADZER 100 GSM OR EQUV.)	63	6500 NOS	0,0000	0.00 INR Zero Only
64	GREEN (LADZER 100 GSM OR EQUV.)	64	7500 NOS	0 0000	0.00 INR Zero Only
65	CLOTH ENVELOPE GREEN (SIZE 10"X6") WITH C.E. NAME (LADZER 100 GSM OR EQUV.)	65	4500 NOS	0.0000	0.00 INR Zero Only
66	CLOTH ENVELOPE BROWN CE NAME (SIZE 10"X6") (STAR 100 GSM OR EQUV.)	66	4500 NOS	0.0000	0.00 INR Zero Only
67	67 BROWN ENVELOPE (SIZE 11"X5") WINDOW (STAR 70 GSM OR EQUY.)	67	173800 NOS	0,0000	0.00 INR Zero Only
500	BROWN ENVELOPE (SIZE 9"X4") OIGS (STAR 70 GSM OR EQUV.)	68	11600 NOS	0,0000	0.00 INR Zero Only
69	69 BROWN ENVELOPE (SIZE 11"X5") OIGS (STAR 70 GSM OR EQUY.)	69	34300 NOS	0.0000	0.00 INR Zero Only
70	COMPUTER STATIONERY (SIYARAM/CENTURY OR EQUY) 15X12X2 PLAIN	70	20 RIM	0.0000	0.00 INR Zero Only
71	COMPUTER STATIONERY (SIYARAM/CENTURY OR EQUY.) 15X12X1 PLAIN	7.1	10 RIM	0 0000	0.00 INR Zero Only
72	COMPUTER STATIONERY (SIYARAMICENTURY OR EQUV.) 10X12X2 PLAIN	72	50 RIM	0.0000	0.00 INR Zero Only
73	73 COMPUTER STATIONERY (SIYARAM/CENTURY OR EQUV) 10X12X1 PLAIN	73	24 RIM	0.0000	0.00 INR Zero Only
74	COMPUTER STATIONERY (SIYARAM/CENTURY OR EQUV.) 10X12X3 PLAIN	74	10 RIM	0.0000	0.00 INR Zero Only
75	CELLO TAPE 40 MTR (WONDER OR EQUY) 0.5 INCH	75	22 NOS	0.0000	0.00 INR Zero Only
76	CELLO TAPE 40 MTR. (WONDER OR EQUV.) 1 INCH	76	51 NOS	0.0000	0.00 INR Zero Only



0.00 INR Zero Only	0.0000	85 NOS	96	6 JUG PLASTIC (SKI) (CELLO/MILTON OR EQUV.)	96
0,00 INR Zero Only	0.0000	94 NOS	95	5 DESPATCH REGISTER 17" X 27" X 2" (240 PAGE) 70 GSM LADZER PAPER	95 0
0.00 INR Zero Only	0,0000	74 NOS	94	ROW AS PER SAMPLE	94 S
0.00 INR Zero Only	0.0000	100 NOS	93	3 FOLDER PLASTIC WITH CHAIN SUPERIOR	93
0.00 INR Zero Only	0.0000	255 NOS	92	2 ERASER NON DUST (CAMELNATRAJ)	92 E
0.00 INR Zero Only	0.0000	200 NOS	91	91 ENVELOPE WHITE (PER 100) 70 GSM SUNSHINE OR EQUV 9" X 4"	91 19
0.00 INR Zero Only	0.0000	550 NOS	90	11" X 5"	90 8
0.00 INR Zero Only	0.0000	45 NOS	89	9 INDEX FILE SUPERIOR	89
0.00 INR Zero Only	0.0000	265 NOS	88	88 GUM TAPE ROLL (PAPER 1" BROAD) (WACO OR EQUY)	88
0.00 INR Zero Only	0.0000	20 NOS	87	7 THREAD (NO 99 COTTON BALL)	87
0.00 INR Zero Only	0.0000	10 PKT	86	GANDLE (MOONLIGHT OR EQUY) BIG	86
0.00 INR Zero Only	0.0000	130 RIM	85	85 RULED PAPER RIM 70 GSM MAFLITHO PAPER (ORIENT OR EQUV.)	85
0.00 INR Zero Only	0.0000	3 PKT	84	LUXOR/CAMEL	84
0.00 INR Zero Only	0.0000	118 NOS	83	83 PAPER CUTTER SMALL 18 / BIG 100 (NATRAJ/PREMIER OR EQUV.)	83
0.00 INR Zero Only	0.0000	52 KG	82	32 SEALING WAX (SUPERIOR) PER KG	82
0.00 INR Zero Only	0 0000	1 NOS	81	31 CALCULATOR 12 DIGIT (CASID/CITIZEN OR EQUY.)	8
0.00 INR Zero Only	0.0000	28 NOS	80	30 MARKER INK PERMANENT 15 M.L. (CAMEL/LUXOR OR EQUV.)	80
0.00 INR Zero Only	0.0000	12 NOS	79	79 PRINTER CARTRIDGE TYSEMSP 245	79
0.00 INR Zero Only	0.0000	104 NOS	78	78 CELLO TAPE 40 MTR. (WONDER OR EQUV.) 3 INCH	78
0.00 INR Zero Only	0.0000	113 NOS	77	77 CELLO TAPE 40 MTR (WONDER OR EQUV.) 2 INCH	77



	INR Zero Only			
0.00 INR Zero Only				Quoted Rate in Figures
	0.0000			Total in Figures
0.00 INR Zero Only	0.0000	10 RIM	112	112 COMPUTER STATIONARY 10X12X1 EZR (SIYARAM/CENTURY)
0.00 INR Zero Only	0.0000	1 NOS	111	111 PRINTER CARTRIDGE 53A
0.00 INR Zero Only	0,0000	2 NOS	110	110 PRINTER CARTRIDGE 49A
0.00 INR Zero Only	0.0000	6 NOS	109	109 PRINTER CARTRIDGE 12A
0.00 INR Zero Only	0.0000	5 NOS	108	108 PRINTER CARTRIDGE LIPI 2245/2250
0.00 INR Zero Only	0.0000	20 NOS	107	107 PRINTER CARTRIDGE TVS MSP 240
0.00 INR Zero Only	0.0000	61 NOS	106	106 RULED REGISTER 1 QUARE 13"X8" 60 GSM (ORIENT PAPER OR EQUV.)
0.00 INR Zero Only	0.0000	38 NOS	105	105 PENCIL STENO (APSARA OR EQUV.)
0.00 INR Zero Only	0.0000	32 NOS	104	104 INK BOTTLE BLUE 17 NOS /RED 15 NOS 500 ML (CAMEL OR EQUY.)
0.00 INR Zero Only	0.0000	10 NOS	103	103 DOORMATE BIG 2'X6' OF JUTE
0.00 INR Zero Only	0.0000	2 NOS	102	102 DOORMATE SMALL 4'X2' OF JUTE
0.00 INR Zero Only	0.0000	6 SET	101	101 TEA COSTER
0.00 INR Zero Only	0.0000	2 NOS	100	100 TABLE GLASS 2' X 3'
0.00 INR Zero Only	0.0000	33 KG	99	99 SURF (HALF KG PKT) WHEEL/NIRMA
0.00 INR Zero Only	0.0000	20 KG	98	98 SURF (1 KG PKT) WHEEL/NIRMA
0.00 INR Zero Only	0.0000	84 NOS	97	97 SOAP SMALL LIFEBOUY/LUX

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S.R. Form No. 16 CONDITION OF TENDER AND CONTRACT FOR OPEN/GLOBAL TENDER

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

- Tenders must be enclosed in a properly sealed envelope, according to the directions given in the tender notice.
- "Tender by manufacturers bonfire dealers": tenders shall be given only by manufacturers by bonafide dealers in the goods, they shall therefore, furnish a declaration the SR FORM 11[Performa enclosed in page NO. 1]
- i)Any change in the constitution of the firm etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm etc. from any liability under the contract.
 - ii) 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, conditions and deposit with the purchase officer a written agreement to this effect. The contractor receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of the and will be sufficient discharge for any of the purpose of the contract.
- 4. Sales Tax Registration and Clearance Certificate: No dealer who is not registered under the Sales Tax Act/VAT prevalent in the State where his business is located shall tender. The Sales Tax Registration/VAT Number should be quoted and a Sales Tax Clearance certificate from the Commercial Taxes Officer of the circle concerned shall be submitted without which the tender is liable to rejection.
- Tender form shall be filled in ink or typed. No tender filled in pencil shall be considered The renderers shall sign the tender form on each page and at the end in token of acceptance of all the terms and conditions of the tender.
- Rate shall be written both in words and figures. There should not be error and/or over writings.
 Corrections if any, should be made clearly and initialed with dates. The rated should mention
 element of the Rajasthan State Sales Tax and Central Sales Tax separately.
- a) All rates quoted must be for Office of the Registrar, M.D.S. University, Ajmer and should include all incidental charges except central/Rajasthan Sales Tax/ Service Tax which should be shown separately. In case of local supplies the rates should include all taxes etc. and no cartage or transportation charges will be paid by the society and the delivery of the goods shall be given at the premises of purchase officer. The rates therefore should be exclusive of local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of local tax. In the former case, a certificate in the prescribed form will be furnished along with supply order.
 - b) The necessary certificates from Drug Controller in case of tender of Drugs & Medicine should be enclosed with tender.
- (i) Comparison of Rates: In comparing the rates tendered by firms outside Rajasthan and those
 in Rajasthan but not entitled to price preference under the Rules, the elements of Rajasthan
 Sates Tax shall be excluded whereas that of Central Sales Tax shall be included.
 - (ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan. Sales Tax shall be included.
- Price Preference :- Price preference/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 Rule 1995)
- Validity: Tender shall be valid for a period of Three months from the date of opening of tenders.
- 11. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size make and drawings etc. of the goods to be supplied. If he has any doubts as to the meaning of and portion of these conditions of the specification, drawing etc. he shall, before signing the contract refer the same to the purchase officer and get clarifications.

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 The contractor shall not assign or sun-let his contract or any substantial part thereof to any other agency.

SPECIFICATIONS

- 13. (i) All articles supplied shall strictly conform to the specification, trademarks laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.
 - (ii) The supply of articles shall in addition, conform strictly to the approved samples and in case of other material where there are no standard of approved samples, the supplies shall be of the very best quality and, description, the decision of the purchase officer/purchase committee what so ever the articles supplied conform to the specification and are in accordance with the samples if any, shall be final and binding on the tenderers.
 - (iii) Warranty /Guarantee Clause: The tenderer would give guarantee that the goods/stores/articles would continue to confirm to the description and quality as specified for a period of 30 days/ month from the date of delivery of the said goods/Stores articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles be discovered 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), the purchaser will be entitled to reject the said goods/ stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods etc. shall apply. The tenderer shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the purchase officer otherwise tenderer shall pay such damage as may arise by 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.
 - (iv) In case of Machinery and equipment also, guarantee will be given as mentioned in clause
 - (iii) above and the tenderer shall during the guarantee period replace the parts if any defect, if found during the above period so as to make machinery and equipment's operative. The tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to any defect etc.
 - (v) In case of Machinery and equipment specified by the purchase officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and condition as led down be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repair rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase officer who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.

14. Inspection

- (a) The purchase office or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at the reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those deals who have newly entered in business, a letter of introduction from their bankers will be necessary.
- Samples: Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such Samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R.R. or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythen begs at the cost of the tenderer. The tenders may not be considered without Samples.

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- 16. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item of which it is a sample in the schedule.
- 17. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract The society shall not be responsible for any damage wear and tear or loss during testing examination. The sample shall be collected by the renderer on the expiry of stipulated period. The society shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the society and no claim for their cost. etc. shall be entertained.
- Samples not approved shall be collected by the unsuccessful tenderer. The society will not be responsible for any damage, wear and tear, or loss during testing, examination, etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc. shall be entertains.
- Supplies when received shall be subject to inspection to ensure whether they confirm to the specifications or with the approved samples. Where necessary one prescribed or practical tests shall be carried out in Society Laboratories, reputed, testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
- 20. Drawal of samples: In case of tests, samples shall be drown in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and / or testing house and the third or fourth will be regained in the office for reference and record.
- 21. Testing Charges: Testing charges shall be borne by the society. In case urgent testing so desired to be arranged by the renderer or in case of test results showing that supplies are not up to the prescribed standards or specification, the testing charges shall be payable by the tenderer.

22. Rejection:

- (i) Articles nor approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase officer.
- (ii) If, however, due of urgencies of society work, such replacement either in whole or the part is not considered feasible, the purchase officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- 23. The rejected articles shall be removed by the renderer within 3 days of intimation of rejection, after which purchase officer shall not be responsible for any loss, shortage or damage an shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
- 24. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport, by sea rail road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage to the tenderer shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee, No extra cost on such account shall be admissible.
- 25. The contract for the supply, can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being head and recording of the reasons for repudiation.
- Direct or indirect canvassing on the part of the tenderer or his representative will be disqualification.

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27. Delivery Period:

(i) The tenderer whose tender is accepted shall arrange supplies within a period of 30 days but as per condition of patient, supply period may be reduce.

(ii) Extent of quantity – Repeat order: If the order are placed in excess of the qualities shown in the tender notice, the tenderer shall be bound to meet the required supply. Repeat order may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more one month from the date of expiry of last supply, If the tenderer fails to do so, the purchase officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

(iii) If the purchase officer does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, he tenderer shall not be entitled to claim any compensation.

28. Earnest Money:

Tender shall be accompanied by an earnest money without which tenders will not be considered. The should be deposited in either of the following forms in favour of Registrar, M.D.S. University, Ajmer.

(a) Bank Draft/Bankers Cheques of the scheduled Bank/F.D.R. N.S.C. duly pledged to member secretary.

(b) Refund of earnest money: The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

(c) Exemptions from earnest money: Firms such are registered with Director of Industries, Rajasthan need not furnish the amount of earnest money in respect of items of which they are registered as such, subject to their furnishing registration certificate in original or Photostat copy or a copy there of duly attested by any Gazetted Officer along with a competence certificate from the Director of Industries Rajasthan at the rate ½% of the estimated value of the under shown in NIT.

(d) The Central Society and Society of Rajasthan undertakings need not furnish any amount of earnest money.

(e) The earnest money/security deposit lying with the Department /Office in respect of other tenders awaiting approval of rejected or on account of contract being completed will not be adjusted towards earnest money/security money for the fresh tender. The earnest money may however, be taken into consideration in case tenders are re-invited.

Forfeiture of Earnest Money: The earnest money will be forfeited in the following cases.

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not excute the agreement, if any, prescribed within the specified time.
- (iii) When the tenderer 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.

30. 1) Agreement and Security Deposit:

i) Successful tenderer will have to execute an agreement within a period 7 days or receipt of order and deposit security equal to 5% of the value of the stoes for which tenderer are accepted within 15 days from the date of dispatch of which the acceptance of the tender is communicated to him.

ii) The earnest money deposited at the time of tender will be adjusted towards security amount.
 The security amount shall in no case be less than earnest money.

iii) No interest will be paid by department on the security money.

iv) The forms of security money shall be as below : -

a) Case/Bank Draft/Bankers Cheque/ Bank F.D.R. duly pledged.

b) Post - Office Saving Bank Pass Book duly pledged.

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- c) National Saving Certificate, Defence Savings Certificates or any other script, investment under National Savings Scheme for promotion of small savings, if the same can be pledged. These Certificates shall be accepted at surrender value.
- 2) Firms registered with the Director of industries, Rajasthan in respect of stores for which they are registered subject to their furnishing the registration and prescribed competence certificate in original from the director of Industries or a Photostat copy or copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall be security deposit at the rate of 1% of the estimated value of tender.
- Forfeiture of security Deposit: Security amount in full or part may be forfeited in the following cases.
 - a) When any terms and condition of the contract is breached.
 - b) When the tender fails to make complete supply satisfactorily.
 - c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase Officer in this regard shall be final.
- 4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
 - i) All goods must be sent freight paid through Railways or goods transport if goods are sent freight to pay, the freight together with department charges 5% of the freight will be recovered from the supplier's bill.
 - ii) R.R. should be sent under registered cover/through Bank only.
 - iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
 - iv) Remittance charges on payment made shall be borne by the tenderer.

31. Insurance

i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may insure the value goods against loss by theft, destruction or damage by fire, flood, under exposure to whether or otherwise viz., (war rebellion riot etc.). The insurance charges will be borned by the supplier and society will not be required to pay such charges, if incurred.

32. Payment

- i) Advance payment will not be made except in rare and special cases, In case of advance payment being made. it will be against proof of dispatch and to the extent as prescribed in financial powers by rail and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
- ii) Unless otherwise agreed between the parties payment for delivery of the stores will be made on submission of bill in proper form by the tenderer to the purchase officer in accordance with GF & AR All remittance charges will be borned by the tenderer.
- iii) In case of disputed items, appropriate of the amount shall be withheld and will be paid on settlement of the dispute.
- iv) Payment in case of those goods which need testing shall be made be only when such tests have been carried out, test results received conforming to the prescribed specification.
- 33. 1) i) The time specified for delivery in the tender form shall be deemed to be the essential of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the purchase Officer.
 - ii) Liquidated damage: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of stores which the tender has failed to supply.
 - (a) delay up to one fourth period of the prescribed delivery period 2.50 %
 - (b) delay exceeding one fourth but not exceeding half of prescribed period $5.00\,\%$
 - (c) delay exceeding half but not exceeding three fourth of the prescribed period. $7.50\,\%$
 - (d) delay exceeding three fourth of the prescribed period 10.00 %

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- Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- The maximum amount of liquidated charges shall be 10%
- 4) 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 who has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hinderance by ond the control of the tenderer.
- 34. Recoveries: Recoveries of liquidated, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement but the supplies alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
- 35. Tenderer must make their own arrangement to obtain import licence, if necessary.
- 36. If a tenderer imposes condition which are in addition to or in conflict with the conditions mentioned herein his tender is liable to summarily rejection. In any case none of such condition will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
- 37. The Purchase Officer 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 tenderer has given or distribute items of stores to more than one firm/suppliers.
- 38. The tender shall furnish the following documents at the time of execution of agreement.
 - i) Attested copy of partnership deed case of partnership firms.
 - ii) Registration Number and year of registration in case partnership firm is registered with Register of Firms.
 - iii) Address of residence and office, telephone number in case of sole proprietorship.
 - iv) Registration issued by the Registar of companies in case of a company.
- 39. For the supply of foreign items, the rates must be quoted in Indian currency.
- 40. The rare must be quoted including all accessories required or installation of equipment.
- 41. In case the items are free form custom duty, the tenderer should mention clause under which the items are free from custom duty. The proof of this should be attached.
- 42. The imported item in readily stock with the Indian Agent could be purchased in Indian Currency provided the certificate produced by the Indian agent to this effect that the cost quoted by them does not include customs duty in competitive.
- Complete literature along with the catalogue and technical data must ne enclosed whit the tender to facilitate the technical expert in selection of items.
- 44. Performance report of the equipment by the institution whether it is already in use any where is to be attached with the tender form, if it is not practicable the supplier should enclose a list of institution where equipment have been supplied.
- 45. The approved supplier shall be liable to install and demonstrate the articles in this institution successfully, satisfactory within 30 days from the dispatch of the letter otherwise penealty will be imposed as per 35 (ii) The pre-requisite for installation, if any required the tenderer should submit the details of the same alongwith tender invariably.
- 46. The circuit diagram & Manual of the equipment will have to be provided alongwhit the supply invariable by the supplier.
- 47. The tenderer should also submit a list of recommended spare consumables etc. for five years use alongwith the price for the regular working of equipment.
- 48. The tenderer will undertake the warranty of after sale service and availability of spare parts for the period of 3 years and services after 5 years and more along with availability of spare parts.

- 49. The tenderer will establish service engineering branch at nearby place to provide service in the case of failure of the unit within 24 hours on receipt of the information from competent authority.
- 50. Firm should submit warranty for minimum period of three years with spares pars and onwards comprehensive annual maintenance contract for five years @ 4% of FOB value for first year with 5% increase in subsequent year.
- During the warranty and CMC period the fault will be attended within a period of 48 hours otherwise a penalty of Rs. 200/- per day will have to be paid.
- 52. Notwithstanding anything contained herein above the undersigned reserves the right to alter, wairve of modify any of the above conditions in any particular specific case for special reasons in accordance with the social circumstances/condition of the case mutually or otherwise in the public interest or service.
- 53. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of die terms of the contract the matter shall be referred to by the parties to the Head of the Department (Registrar, M.D.S. University, Ajmer) who will appoint his officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
- 54. All legal proceedings, if necessary, arise to institute may be any of the parties (Society or Contractor) shall have to be lodged in courts situated in Ajmer and not elsewhere alongwith the price for the regular working of equipment.
- 55. Fall clause the prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offers the shall the stores of identical description to any person/organization including the purchaser or any deptt. of the Central Govt,/ or any Deptt. of State Govt. or any statutory under taking of the central or scree Govt. as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any organization including the purchase or any Deptt. of Central Govt. or any Deptt. of State Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price changeable under the contract he shall forth with notify such reduction or sale or offer to sale to the Registrar, M.D.S. UNiversity, Ajmer and the price payable under the contract for stores supplied after the date or coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.

The contractor shall furnish the following certificate along with the bill for payment of supplies made against the rate contract.

"I/we" certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Govt. under the contract here in and such stores have not been offered/ sold by me /us to any organization including the purchaser or nay deptt. of State Govt. or any statutory undertaking of the Central Govt. or state Govt. as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at prices lower than the price charged of under the contract.

- 56. Sample of the quoted items (To be deposited in Medical Store) should be submitted along with tender other wise tender may not be considered.
- 57. Firms should quote only their firms rates, discount may no be considered..
- 58. When the Supplier is unable to complete the supply within the prescribed of Extended period, the purchasing officer shall be entitled to purchase from other sources. The recovery of such loss or damage shall be made from the original supplier. The purchase officer will be at library to initiate action to purchase the items at the supplier's risk and cost.
- Legal proceeding if any arising out of the tender shall have to be lodged in Court Jurisdiction of Ajmer.
- 60. Purchase officer means member secretary or any person authorized by member secretary.

ANNEXURE AS PER TERMS AND CONDITON NO. 52

Terms & Condition for Service Contract

- The proposals for maintenance of equipment should be submitted for 5 years after warranty 1. period of minimum three years with spare parts & service.
- Quarterly preventive maintenance & break down calls as & when required will be provided 2. under service contract.
- 3. The firm will depute their engineer for break down calls within 48 hrs. from the receipt of the call from client. In the event of failure on the part of the firm in attending to the preventive maintenance visit or in attending breakdown calls within 48 hrs. Registrar, M.D.S. University, Ajmer undersigned on behalf of the society will have the right to make the recovery by way of compensation @2% of the contract value per say for delay minimum Rs. 200 per day. However firm shall not be responsible for delay in service due to nonavilability of spares or due to any reason beyond its control & the duration of service contract will be increased/extended by such
- 4. The payment will be made quarterly after satisfactory service within 30 days from the date of receipt of the bill.
- Now with standing anything here-in-above provided it will be the responsibility of firm to see 5. that the equipment as a whole is kept in well working condition during the full period of contract besides the time reasonably & naturally required in rectification/servicing etc. The points of disputed being mutually decided circumstantially on which the decision of the undersigned shall be final & binding on firm subject to arbitration.

REGISTRAR. M.D.S.UNIVERSITY, Aimer

ACCEPTANCE

I/we have carefully read and understand above terms and condition (from page no. 1 to 9) of the tender and abide by them.

Signature of the Tenderer
With Seal of the Firm
Phone No
Mobile No

Annexure A: Compliance with the Code of integrity and No Conflict of interest

Any person participation 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:

not misrepresent or omit that misleads or so as to obtain a financial or other benefit (b)

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 impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

disclose conflict of interest, if any; and (g)

disclose any previous transgressions with any Entity in India or any other country (h) 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.

Conflict of Interest is considered to be a situation in which a party has interests that could A improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with application laws and regulations. i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to.

Have controlling partners/shareholders in common: ot a.

b. Receive or have received any direct or indirect subsidy from any of them, or

Have the same legal representative for purposes of the Bid; or C.

Have a relationship with each other, directly or through common third parties, that puts d. 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

The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder e. in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid': or

f. the Bidder or any of it's a ffiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the

Bid :or

Bidder or any of its affiliates has been hired (or is proposed to be hred) by the procuring g. Entity as engineer-in-charge/ consultant for the contract.

Appellant Signature

for

Annexure B : Declaration be the Bidder regarding Qualifications

Declaration by the Bidder

 I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity:

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document:

 I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements of misrepresentations as to my/our qualifications to enter into procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competitions;

Date:

Signature of bidder Name Designation; Address:

Annexure C: Grievance Redressed during Procurement Process

The designation and address of the First Appellate Authority is -----The designation and address of the Second Appellate Authority is -----

(1) Filling 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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days form 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;

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

If the officer designated under para (1) fails to dispose of the appeal filed within the period (3) specified in para (2), or if the Bidder of 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 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;

Provisions limiting participation of Bidders in Bid process; (b)

The decision of whether or not to enter into negotiations; (c)

Cancellation of a procurement process; (d)

Applicability of the provisions of confidentiality, (e)

(5)Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form alongwith as may 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 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 authorized 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 of banker's cheque of a Scheduled

Bank in India payable in the name of Appellate Authority concerned.

The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing (7) 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 therof 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.

Appellant' Signature

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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 contained by multiplying the unit price and quantity, the unit price shall prevail and the total price sthall be corrected, unless in the opinion of the procuring Entity there is and 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 is related to and 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 of 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 procurement of Goods of 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.

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

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

Appellant' Signature

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Form No. 1 (see rule 83)

Memorandum of appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appe	al No of
Befor	e the (First/Second Appellate Authority)
1.	Particulars of appellant:
	(i) Name of the appeilant;
	(ii) Residential Address:
2.	Name and address of the respondent (s);
	(i)
	(ii)
	(iii)
3.	Number and date of the order appealed against and name and designation of the office /authority who passed the order (enclose copy), or a statement of a secision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appelian; is aggrieved
4.	If the appellant proposes to be represented by a representative, the name and postal address of the representative;
5.	Number of affidavits and dovuments enclosed with the appeal;
6.	Grounds of appeal;

	(supported by
	an affidavit)
7	
Place	
Dated	
	Appellant' Signature

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Draft of AGREEMENT

1.	An agreement has been made thisday of between(herein after called
	"the approved Service Provider", which expression shall, where the context so admits, be deemed to include heirs, successors, executers and administrators) of the one part and the Maharsh
	Dayanand Saraswati University (herein after called the "MDSU" which expression shall, where the
	context so admits, be deemed to include his successors in office and assigns) of the other part.
2.	Whereas the approved Service Provider has agreed with the MDSU to provide services to the MDSU, Ajmer, at its head office as well as branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in columnof the set schedule.
3.	And whereas the approved Service Provider has deposited a sum of Rsinin
	a. Cash/Bank Draft/Challan no/Banker Cheque nodated
	b. Post office saving bank Passbook duly hypothecated to the departmental authority. c. National savings certificates/Defense savings certificates, Kisaan vikas patras, or any other script/ Instrument under national saving schemes for promotion of small savings, if the same can be placed under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formerly transferred to the departmental authority.
	d. Bank guarantee of any of the scheduled banks in the prescribed format.
4.	Now these presents witness:
	 a. In consideration of the Payment to be made by the MDSU throughat the rates set forth in the schedule hereto appended approved Service Provider will duly perform the said services set forth inandthereof in the manner set forth in the conditions of the bid and contract. b. The conditions of the bid and contract for open tender enclosed to the tender notice numberdatedand also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
	 c. Letter nosreceived from the bidder and letters nosreceived by the MDSU and appended to this agreement shall also form part of this agreement. d.
	 The MDSU do hereby agree that if the approved Service Provider shall duly perform the said services in the manner aforesaid observe and keep the said terms and conditions, the MDSU will throughpay or cause to be paid, to the approved Service Provider at the
	time and the manner set forth in the said conditions, the amount payable for the work.
	ii. The mode of payment will be as specified below:
	1
	2
	3
5.	The delivery shall be affected and completed within the period noted below from the date of work order:-
17 30 722	
S.	No Items Qty Delivery period

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- (1) In case of extension in the execution period with liquidated damage, the recovery shall be made on the basis of as mentioned in Tender document.
 - (2) Delivery period may be extended with or without LD if the delay in the delivery of services is on account of hindrances beyond the control of the SP.
- All disputes arising out of this agreement and all questions relating to the interpretation of this
 agreement shall be decided by the Hon'ble Vice Chancellor, MDSU and the decision of the Hon'ble
 Vice Chancellor, MDSU shall be final and binding for both the parties.

Signature of the approved

Signature for and on behalf of MDSU

Service Provider

Designation

Date:

Date:

Witness No 1

1. Witness

Witness No 2

2. Witness