

Maharshi Dayanand Saraswati University, Ajmer
'E' Tender Form for

Manufacturing, supplying and fixing of Swami Vivakanand Statue at MDSU, Ajmer

Dated : 15-1-18

NIT No. F.2()/MDSU/AEN/2017/ 989

Tender Inviting Authority (TIA):

Registrar,
Maharshi Dayanand Saraswati University, Ajmer Rajasthan
Tel. No: 0145-2787057
e-mail: registrarmsu@gmail.com

Project officer In charge :

Registrar,
Maharshi Dayanand Saraswati University, Ajmer Rajasthan
Tel. No: 0145-2787057
e-mail: registrarmsu@gmail.com

Bidder information :

Name of the Firm _____

Address : _____

Contact Person: _____

(Authorized Bid Signatory)

Tel. No: _____

Fax No: _____

Mobile No. _____

E-mail address : _____

website: _____

Pan No: _____

Tender fee: 500/- DD No: _____ Date: _____

Earnest money :DD/Banker cheque No. _____ Date _____
Rs.14000/- Enclosed

Mode of bid submission :

Through eProcurement / eBidding system at
<https://eproc.rajasthan.gov.in>

Registrar

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Signature of Contractor

Important Dates and information

| Important Dates | | | |
|-----------------|---|---|-----------|
| S.No. | Events | Date | Time |
| 1. | Date of Issue of Notice Inviting Tender (NIT) | 15-01-2018 | 16:00 hrs |
| 2. | Document Sale Start Date | 16-01-2018 | 10:00 hrs |
| 3. | Document Sale End Date | 29-01-2018 | 14:00 hrs |
| 4. | Seek Clarification Start Date | 16-01-2018 | 11:00 hrs |
| 5. | Seek Clarification End Date | 20-01-2018 | 13:00 hrs |
| 6. | Pre Bid Meeting Date | 20-01-2018 | 13:00 hrs |
| 7. | Pre Bid Meeting Place: Registrar Office, Chankaya Bhawan, MDS University, Kayad Road, Ajmer | | |
| 8. | Bid Submission End Date | 30-01-2018 | 16:00 hrs |
| 9. | Last Date & Time of Submission of Hard Copy of Tender document at MDSU, Ajmer | 31-01-2018 | 12:00 hrs |
| 10. | Technical Bid Opening Date | 31-01-2018 | 15:00 hrs |
| 11. | Date & Time of Opening of Financial Bid | will be intimated to all the technically qualified bidders only | |

| Important Information | | |
|-----------------------|--|------------|
| S.No. | Detail | Amount |
| 1. | Tender Document Cost | Rs.: 500 |
| 2. | Estimated Tender Value | Rs: 700000 |
| 3. | Earnest Money (2% of Estimated Tender Value) | Rs.: 14000 |
| 4. | Security Deposit Amount (5% of Estimated Tender Value) | Rs.: 35000 |
| 5. | RISL Processing Fee (Non Refundable) | Rs.: 1000 |

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[Handwritten Signature]

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>.
 - ii- 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 certifying agency, i.e. TCS, safecrypt, Neode 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
 - iii- 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.

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. The height of Swami Vivekanand with other proportional dimension along with photographs of statue. (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 hardcopy of Bid 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 RFP | Number (SRN) and | Clarification Sought |
| | SRN | Description | |
| 1 | 2 | 3 | 4 |
| | | | |

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.

10. 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. GST 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.

 (5)

Technical Bid

Manufacturing, supplying and fixing of Swami Vivakanand Statue at University of MDSU, Ajmer.

Name of tendering Authority

Registrar, MDSU, Ajmer

Name of Bidder: -----

Name of contact Person: -----

Address & Mobile No.: -----

Tender fee amounting to Rs. 500 has been deposited vide DD no. -----Date----

The following documents shall be Submitted

1. Earnest money amounting to Rs. 14000 has been deposited by DD/Banker cheque which is enclosed.
2. Demand draft of RISL processing for should be in favor of managing Director, RISL payable at Jaipur which is enclosed.
3. The tenderer must have executed three no's of similar nature of work as a complete job in previous three financial year & degree of work done of statue must be attached copy of degree and documents must be attached otherwise tender will be rejected.
4. Average turnover 20 Lacs per year for last three financial years is F.Y. 2014-15, 2015-16 & 2016-2017 which is enclosed.
5. The bidder must not be black listed by any Govt./semi Govt. offices/ Univesity builder to submit undertaking in this regard.
6. The bidder has to provide a copy of GST registration NO. & pan no -----& last sales Tax/ service Tax clearance certification No. shall be submitted.

SD would be release after expiry of defect liability person. In case of any defects observed in the work done by the contractor the Engineer-in-charge will notify the defects to the contractor giving reasonable time as per his discretion from rectification of defect and If contractor fails to rectify the defect within stipulated period the university shall be at liberty to get the defect rectified from any agency of its choice at the risk & cost of the contractor & expenditure incurred in this regard would be recovered from the contractor.

7. The height of Swami Vivekanand with other proportional dimension along with photographs of Statue.

6

Signature of Tenderer



विशिष्ट तकनीकी शर्तें—1

1. मूर्ति सफाई व स्थापित का कार्य संबंधित सर्वेदक/फर्म का इस प्रकार की मूर्ति निर्माण का न्यूनतम 03 वर्ष का अनुभव होना चाहिए एवं इस अवधि में उनके द्वारा बनाई गयी मूर्ति की संख्या कम से कम 03 अथवा अधिक होनी चाहिए अथवा मूर्तिकारी कार्य की डिग्री भी होनी चाहिए । इस आशय का मूर्तिकारी का कार्यादेश / प्रमाण पत्र संलग्न करना आवश्यक है।
2. पहले किये गये कार्य का पूर्ण विवरण एवं फोटो ग्राफ संलग्न करना अनिवार्य होगा।
3. मूर्ति निर्माण के पूर्व समान आकार की मूर्ति का मॉडल प्लास्टर ऑफ पैरिस में बनाकर उस पर कलर कर विश्वविद्यालय द्वारा निर्धारित समिति से अनुमोदित करवाना आवश्यक होगा। अनुमोदन के पश्चात् निर्धारित समय में धातु की मूर्ति बनाकर आपूर्ति एवं स्थापित करना होगा।
4. मूर्ति को स्थल तक सुरक्षित पहुंचाना, लगाना एवं अन्य सभी कार्य इस दर में सम्मिलित होंगे।
5. मूर्ति को स्थल पर अपनी देखरेख में रख को स्थापित करना / करवाना होगा।
6. मूर्ति निर्माण स्थल (फाउण्ड्री) की मिलिक्यट एजेन्सी की स्वीकी होनी चाहिए।
7. मूर्ति स्थापना के दौरान यदि मूर्ति को कोई क्षति पहुँचती है तो उसे सर्वेदक को अपने खर्च पर पुनः बनाकर स्थापित करनी होगी।
8. मूर्ति का बीमा सर्वेदक को स्वीकी के खर्च पर करवाना होगा। मूर्ति की पैकिंग, फॉरवर्डिंग एवं ट्रान्सपोर्टेशन चार्ज कर एवं अन्य समस्त व्यय सर्वेदक को वहन करना होगा।
9. मूर्ति निर्माण के दौरान माह में दो बार अधिकारियों के निर्देशानुसार निर्माणधीन मूर्ति का अवलोकन/ निरीक्षण करवाना होगा।
10. मूर्ति स्थापना के एक वर्ष बाद तक मूर्ति में किसी भी प्रकार की बनावट में किसी प्रकार की क्षति एवं पॉलिशिंग खराब होती है तो सर्वेदक अपने खर्च पर करवाएगी।
11. सर्वेदक की दर जी.एस.टी. एवं समस्त व्यय सहित एफ.ओ.आर. विश्वविद्यालय होगी। किसी प्रकार की शर्तें मान्य नहीं होगी। सशर्त निविदा निरस्त मानी जायेगी।
12. राशि का भुगतान निम्नानुसार किया जायेगा —
 1. प्लास्टर ऑफ पैरिस का मॉडल अनुमोदन होने के पश्चात् मूर्ति की लागत का कोई अग्रिम भुगतान नहीं किया जायेगा।
 2. मूर्ति को बने हुए पैडस्टल पर स्थापित करने के पश्चात् विश्वविद्यालय द्वारा गठित समिति द्वारा अनुमोदन होने पर 90 प्रतिशत भुगतान देय होगा।
13. कार्य पूर्ण होने के पश्चात् मूर्ति की लागत का 10 प्रतिशत भुगतान एक वर्ष पश्चात् किसी भी प्रकार की कमी नहीं पाये जाने पर किया जायेगा।
14. मूर्ति को बने पैडस्टल पर स्थापित करना होगा, जिसका अलग से कोई भी भुगतान नहीं किया जायेगा। मूर्ति स्थापित करने के लिए पैडस्टल के अन्दर बेस में बेस प्लेट, पाईप मूर्ति फिक्स करने के लिए सीसा एवं अन्य सामग्री सम्मिलित है।
15. मूर्ति का निर्माण विश्वविद्यालय द्वारा दी गई एपुवड ड्राइंग के अनुसार ही होनी चाहिए।
16. मूर्ति का धातु से निर्माण करने की प्रक्रिया से पूर्व विश्वविद्यालय द्वारा मनोनीत की गई समिति को ढलाई की प्रक्रिया के समय सैम्पल एकत्रित करने की सुविधा प्रदान करनी होगी तथा जांच हेतु सैम्पल लेकर विश्वविद्यालय द्वारा निर्धारित एजेन्सी से धातु जांच करानी होगी जिसका सम्पूर्ण व्यय निविदादाता द्वारा वहन किया जायेगा। यदि शिड्यूल में दिये अनुसार धातु मिश्रण निर्धारित मात्रा में नहीं पाये जाने पर मूर्ति का भुगतान नहीं किया जायेगा एवं धरोहर जमा राशि जब्त कर ली जायेगी।
17. निविदा दरें 3 माह तक मान्य होंगी।
18. निविदा की अन्य शर्तें व अनुबंध विश्वविद्यालय अधिनियम के तहत यथावत् रहेंगी।
19. उपरोक्त कार्य की अमानत राशि का डीडी / बैंकर चैक कुलसचिव विश्वविद्यालय अजमेर से स्वीकार किये जायेंगे जिसमें प्रथम लोएस्ट की डीडी रोकी जाकर बाकी सभी को अविलम्ब में राशि लौटा दी जायेगी।

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20. बिल में से की जाने वाली आयकर एवं कटौतियां की राशि संबंधित विभागों में विश्वविद्यालय द्वारा ही जमा कराया जावेगी।
21. फर्म/सर्वेदक को कार्य स्थल पर 3 फीट x 2 फीट साईट का सूचना पट्टा अपने स्वयं के खर्च से कनिष्ठ अभियंता के निर्देशानुसार लगाना आवश्यक होगा। अन्यथा प्रतिशत राशि की कटौती की जायेगी।
22. The Statue part shall be casted as per lost wax process / Italian process only.
23. All the casted parts shall be checked and weighed before welding & the runners of the casted parts shall be cut in the presence of the committee constituted by University approved committee and provided for laboratory checking.
24. फर्म/ठेकेदार को 4" x 6" साईज का एक रंगीन फोटो अपने स्वयं के खर्च या कार्य प्रारम्भ करने से पूर्व व पश्चात् साईट इंजिनियर के निर्देशानुसार उपलब्ध कराना होगा।

Signature of Tenderer

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MAHARSHI DAYANAND SARASWATI UNIVERSITY, AJMER

**Name of work : Manufacturing, supplying and fixing of Swami Vivakanand Statue at
University of MDSU, Ajmer**

TECHNICAL CONDITIONS OF CONTRACT - II

These special conditions of contract shall be read in conjunction with Maharshi Dayanand Saraswati University, Ajmer general conditions of contract, if there are any provisions in the special conditions of contract which are at variance with the provisions of general conditions of contract, the provisions in these special conditions shall take precedence.

Technical Details of Work

Manufacturing, supplying and fixing on 6' (72") Height Padastal of one life size statue of Swami Vivekananda (standing) 6 feet (72") high and 400Kg. (approximately) in weight with 6" Base At MDSU Ajmer, of approved design, Using Bronze casting metal Copper 80% ,Tin6%, Lead 8% and Zinc 6%. After approved of model of statue in clay / plaster of Paris, casting process should be done with Italian Lost wax process / French lost wax process. The size of statue should be in proportion to the height, for any defect / Liability etc. The manufacture/contractor will be liable.

1. The work shall be strictly carried out as per specifications given in the schedule, particular specifications of respective work, special condition of contract, General conditions of contracts, drawings, PWD specifications, Indian standard specifications, as per prevailing practice in that order. The decision of the Engineer-in-Charge for this work on all items shall be final and binding on the contractor.

2. SITE:

Work is to be carried out at Maharshi Dayanand Saraswati University, Ajmer and the site, where work is to be executed, belongs to Educational Campus hence strict supervision and special permission is always required before start of work and during progress of work.

The prospective tenderer is advised to visit the site before quoting for the work and no claim whatever on account of any deficiencies at site shall be entertained like non-availability of water, security restrictions, inaccessibility, limited working hours due to operations, local bylaws / rules etc. No extra payment will be made by University any misunderstanding by the bidder.

3. INSPECTION AND TESTING:

All the material will be inspected at works/Factory by Committee of minister or its authorized representative before dispatch to site, if or otherwise exempted from inspection by Engineer-in-charge. The notice for inspection/presence for testing shall be given to by the contractor at least 15 days in advance. The authority's authorized representative shall have full power to inspect drawings of any portion of work, examine the materials and workmanship at the contractor work or at any other place from which the material or equipment is obtained. Acceptance of any material or equipment shall in no way relieve the contractor of his responsibility for meeting the requirements of the specifications.

Routine/type tests certificates shall be furnished by the contractor. Acceptance test as per relevant IS code shall be carried at factory. The contractor shall permit the Authority's authorized representative to be present during factory tests. After notification the contractor shall make under the inspection as have been specified or as the Engineer-in-charge shall consider necessary to determine whether or not the full intent of event of the inspection and test proving unsatisfactory and resulting in non-acceptance of the work or any portion whereof cost of re-inspection and/or tests (including the traveling and halting expensed incurred if any or such portion thereof as may be determined by the competent authority) shall be borne by the contractor. All tools, instrument, plants and labour/operating personnel require for the test shall be provided by the contractor at his own cost.

In case of any doubt about Item's standard Engineer-in-charge has full power to carry out the test at Govt. Approved test labouratory. Testing fees, transportation charges etc. on this account shall be borne by the contractor.



4. PRICES:

Prices shall be inclusive of all taxes & GST duties, labour, packing, freight/transportation and insurance up to the site, loading-unloading, fees for testing (if any), documents etc.

University does not give any concessional form/permits towards any taxes, duties and other levies etc.

5. PAYMENT TERMS:

- I. The complete work of performance guarantee is for period of 01 years from the date of completion of work and security deposit will refund after completion defect liability period of 01 year with additional period of Sixty days.
- II. No interim payment shall be made for supply items and partly executed work.
- III. 90% Payment shall be made on successfully completion of installation, testing and commissioning of work after deduction of security deposit, Income-Tax, Labour Cess and GST etc. as per rules & remaining 10% of payment shall be made on completion of after one year.

6. GUARANTEE:

The rates quoted in tender are inclusive of 01 years guarantee and cover maintenance and replacement of defective in guarantee period if any defect found then shall be replaced or rectified by the tenderer at this own cost to the satisfaction of the Engineer-in-charge within one week after the date of notice, otherwise recovery as decided by engineer-in-charge shall be made from the security deposit amount.

7. Dispatch schedules for supply of items are to be informed. No supply shall be done on Sunday/Holidays without the prior sanction in writing of the Engineer-in-charge.
8. The contractor shall be responsible for any damage caused to any Building underground utility services and also personnel due to the negligence of the contract. The same shall be made done by the contractor at his cost.
9. No T&P or tackles shall be supplied and no any accommodation can be arranged for the staff/workers of the contractor. He shall his own arrangements for all the above items/facilities.
10. The contractor has to follow the local security/safety rules and regulations and such instructions on restricted hours of work as may be imposed on him by the department/ local authorities, while working in security restricted zones and no claim whatsoever on account of loss of labour/idle labour etc. can be entertained.
11. The contractor or his authorized representative will have to sign the site order book and comply with the remarks therein every now and then.
12. The contractor shall follow the local by-laws/regulations/rules and shall obtain clearance from these authorities (if applicable).
13. All materials, tools and tackles, equipment's labour skilled, semi-skilled or unskilled including their housing, sanitation, procurement of food stuff, medical aid etc. are to be arranged by the contractor, cost of Transportation of labour and materials shall have to be borne by the contractor.
14. No work shall be done on Sunday/Holiday/Night without the prior sanction in writing of site-in charge.
15. In the event of any dispute of any kind related to the works, decisions of the Engineer-in-charge shall be final and binding.
16. The contractor will make his own water and electric arrangement. If supplied by University then the contractor will pay 1% of cost of work executed and will be deducted from his due payments. No electric connection will be provided by the University.
17. Contractor has to completely necessary statutory requirement on contract including labour regulation and abolition Act 1970 & amendments up to date.

10



18. The contract agreement shall be executed on Non-Judicial Stamp Paper of Value @ 0.25% of contract value and cost of the stamp paper shall be borne by the contractor.
19. The contractor should submit Vat Tax/ Service Tax Clearance Certificate valid up to a date which may be Six months prior to scheduled opening of the tender. However, contractor has to submit up to date Vat Tax/ Service Tax clearance certificate before issue of work order from this office.
20. The tenderer is advised not to give any conditional tenders. Conditional tender are likely to be rejected.
21. Whether any claim against the Contractor for the payment of sum or money arises out of under the Contract, the Department shall be entitled to recover such sum by appropriation in part whole of the security deposit of the Contractor. In the event of security being insufficient or if no security has been taken from the Contractor then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there after may become due from the contractor under this of any other contract with the Department and Government if this sum is insufficient to recover the full amount recoverable the contractor shall pay to the department on demand the balance remaining due. The Department shall further have the right to effect such recoveries under PDR Act /LR Act
22. The Contractor shall follow the Contract labour (Regulation and abolition Act, 1961 and Rules 1971.
23. The overall cleaning of site and disposal of building rubbish, surplus material on is to be done by the Contractor before handing over the site at his own cost.
24. **The tenderer must have executed three nos of similar nature of work as a complete job in previous three Financial Years and certificates from the competent authority of the institute/department/organization etc must be attached otherwise tender will be rejected.**
25. Contracts has to submit structural design and drawing including foundation design.
26. **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.
27. **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.
28. The rejected articles shall be removed by the renderer within 7 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.
29. 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.

30. 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 heard and recording of the reasons for repudiation.
31. Direct or indirect canvassing on the part of the tenderer or his representative will be disqualification.
32. **Delivery Period :**
 - (i) The tenderer whose tender is accepted shall arrange supplies & fixing within a **period of one month.**
 - (ii) **Extent of quantity – Repeat order:** If the order are placed in excess of the quantities 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.
33. Tenders must be enclosed in a properly sealed envelope, according to the directions given in the tender notice.
34. "Tender by manufacturers bonfire dealers": tenders shall be given only by manufacturers by bonafide dealers in the goods. they shall therefore, furnish a declaration.
35. 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.
36. GST Registration: No dealer who is not registered under the GST prevalent in the State where his business is located shall tender. The GST Registration Number should be quoted and a VAT Tax Clearance certificate from the Commercial Taxes Officer of the circle concerned shall be submitted.
37. 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 GST.
38. (i) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan. GST shall be included
39. **Price Preference:-** Price preference/preference will be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by

12

Industries out side Rajasthan as per Purchase of Stores (Preference to industries of Rajasthan Rule 1995)

40. **Validity:-** Tender shall be valid for a period of Three months from the date of opening of tenders.
41. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size make and drawings etc. of the statue 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.
42. The contractor shall not assign or sun-let his contract or any substantial part thereof to any other agency.
43. **SPECIFICATIONS**
- (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) 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.
- (iv) 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.
44. **Earnest Money :**
- Tender shall be accompanied by an earnest money without which tenders will not be considered. It 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 Bank should be attached.
- (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

13

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.

45. **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 execute 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.

46. 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 stores for which tenderer are accepted within 7 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) Bank Draft/Bankers Cheque/ Bank F.D.R. duly pledged.
 - b) Post – Office Saving Bank Pass Book duly pledged.
 - 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.
- 3) **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.

14

14



47. 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.
48. 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 %
2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
3) 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.
5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hinderance beyond the control of the tenderer.
49. **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.
50. Tenderer must make their own arrangement to obtain import licence, if necessary.
51. 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.
52. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons
53. 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.
54. iv) Registration issued by the Registrar of companies in case of a company.

Signature of Tenderer
With seal

15



घोषणा

उपरोक्त समस्त जानकारी/शर्तों का मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मुझे / हमें यह भी स्वीकार है कि जिला कलक्टर (भू.अ.), अजमेर का निर्णय हमारे लिए मान्य होगा। यह भी प्रमाणित किया जाता है कि मेरी / हमारी फर्म उक्त कार्य हेतु रजिस्टर्ड है तथा फर्म द्वारा वास्तव में बिड में चाहा गया व्यवसाय किया जाता है तथा वांछित मशीन / उपकरण / तकनीकी अनुभव व तकनीकी कर्मचारी आदि उपलब्ध है। राज्य सरकार / बोर्ड / विश्वविद्यालय / स्वायत्तशासी संस्थान / निगम / बैंक आदि के द्वारा मेरी/हमारी फर्म को ब्लैक लिस्ट नहीं किया हुआ है। प्रतीक स्वरूप बिड प्रपत्र में प्रत्येक पृष्ठ पर हस्ताक्षर (मय सील) कर दिये है।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्यवाही, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी/हमारी प्रतिभूति को पूर्ण रूप में समपहत कर किया जा सकेगा तथा बिड को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा एवं नियमानुसार अन्य समस्त कार्यवाही भी का जा सकेगी।

दिनांक :-

बिडदाता के हस्ताक्षर मय रबर सील
बिडदाता का नाम :-

पूर्ण पता :-

टेलीफोन नम्बर (निवास)
(कार्यालय)

16





महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर।

Issued to Contractor:.....

Name OF Work:- Manufacturing, supplying and fixing of Swami Vivekanand Statue at MDSU, Ajmer

Cost of Tender Form :- Rs. 500/-

Earnest Money :- Rs. 14000/-

Time period for Completion of work :- One Month

"H" Schedule/Financial Bid

| SR. NO | DESCRIPTION | Qty. | UNIT | Estimate Rate | Estimate AMOUNT | Rate quoted By Contractor including GST & other Expenses (F.O.R. University office) |
|---|--|------|------|---------------|-----------------|---|
| 1. | Manufacturing, supplying and fixing on 6' (72") Height Padastal of one life size statue of Swami Vivekananda (standing) 6 feet (72") high and 400Kg. (approximately) in weight with 6" Base At MDSU Ajmer, of approved design. Using Bronze casting metal Copper 80% ,Tin6%, Lead 8% and Zinc 6%. After approved of model of statue in clay / plaster of Paris, casting process should be done with Italian Lost wax process / French lost wax process. The size of statue should be in proportion to the height, for any defect / Liability etc. The manufacture/contractor will be liable. | 1 | Job | 7.0 Laes | 7.0 Laes | |
| | Total | | | | | |
| Note:- Statue will made of Bronze (Copper-80%, Zinc-6%, Tin-6%,Lead-8%) (+,- 1% Permissible) | | | | | | |

Tender Rates:.....
(in words)

Tenderer Name :

Address :

signature of the contractor

17

91

17

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;
- (b) not misrepresent or omit that misleads or 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 impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the 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.

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

Place:

Date:

18

Signature of the Bidder

d

Annexure (B)

Declaration be the Bidder regarding Qualifications

In relation to my/our bid submitted tofor procurement of in response to their Notice Inviting Bids No Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

1. 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;
3. 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;
5. 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 :
Place ;

Signature of bidder
Name
Designation;
Address:

(19)

Annexure(C)

Grievance Redressed during Procurement Process

The designation and address of the First Appellate Authority is Registrar, MDSU, Ajmer

The designation and address of the Second Appellate Authority is Hon'ble Vice Chancellor, MDSU, Ajmer

(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 there under, 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 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 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 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 alongwith 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 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.

(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.

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 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.
- (ii) 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 Service Provider.

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 Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

23

12

Draft of AGREEMENT

1. An agreement has been made this.....day of between(herein after called "the approved Service Provider", which expression shall, where the context so admits, be deemed to include heirs, successors, executors and administrators) of the one part and the Maharshi 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 column.....of the set schedule.
3. And whereas the approved Service Provider has deposited a sum of Rs.....in.....
 - a. Cash/Bank Draft/Challan no/Banker Cheque no.....dated.....
 - 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 through.....at 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 number.....dated.....and 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 nos.....received from the bidder and letters nos.....received by the MDSU and appended to this agreement shall also form part of this agreement.
 - d.
 - i. 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 through.....pay 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:-

| S. No | Items Qty | Delivery period |
|-------|-----------|-----------------|
| | | |
| | | |

6. (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.

7. 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.

8. For all legal disputes the jurisdiction shall be Ajmer only.

In witness whereof the parties hereto have set their hands on theday of.....201.....

**Signature of the approved
Service Provider**

Date:

Witness No 1

Witness No 2

**Signature for and on behalf of MDSU
Designation**

Date:

1. Witness

2. Witness

(25)

