



**PRESCRIBED TENDER FORM FOR SUPPLY OF STATIONARY ARTICLES ON THE TERMS AND
CONDITIONS UNDER TENDER-CODE: MLSU/E-TEN/Stationary /2022-23/907 date: 13-04-2022**

E- Tender No: MLSU/E-TEN/Stationary /2022-23/907 date: 13-04-2022

Issue Date: 13.04.2022

Last Date for Bid Submission: 28.04.2022

**Issued By:
Comptroller
Mohanlal Sukhadia University, Udaipur (Rajasthan)
Email ID: compt@mlsu.ac.in
Phone No: 02942470918**

PRESCRIBED TENDER FORM FOR SUPPLY OF STATIONARY ARTICLES ON THE TERMS AND CONDITIONS UNDER TENDER-CODE : MLSU/E-TEN/Stationary /2022-23/907 date: 13-04-2022

Note : - Online Tender two bid system (technical and financial) must be uploaded strictly in accordance with all the terms & conditions of the University, otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Bidders should read these conditions very carefully and comply strictly before submitting their tender. If a bidder has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents he should, before submitting the tender, refer these to the Comptroller and obtain clarification. The decision of the Comptroller regarding interpretation of the conditions and specification shall be final and binding on the bidders.

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COMPTROLLER
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR.

 **MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

Online Bid under Two-Cover System

Email: compt@mlsu.ac.in

क्रमांक : मोलासुवि/ई-निविदा/स्टेशनरी/2022-23/907

दिनांक - 13-04-2022

बिदा/फुणक लिपु

विश्वविद्यालय के विभिन्न कार्य हेतु अनुभवी फर्मों से लेखन सामग्री की ई-निविदाएं दिनांक 28-04-2022 06:00 बजे तक आमन्त्रित की जाती है प्राप्त निविदाएं दिनांक 29-04-2022 को दोपहर 12:00 बजे खोली जावेगी। निविदा की प्रति तथा नियम एवं शर्तें वि0वि0 की website www.mlsu.ac.in से डाउनलोड की जा सकती है, जिसके साथ निविदा प्रपत्र शुल्क बयाना राशि एवं RISL Bid processing fees का ड्राफ्ट लगाना आवश्यक होगा।

क्रम संख्या	विवरण	अनुमानित राशि	धरोहर राशि	निविदा शुल्क
1	विविध प्रकार की लेखन सामग्री जैसे लेजर पेपर, मेपलिथो पेपर, सफेद पेपर, कार्ड सीट, पैन, फाईल, फाईल पेड, फोटोस्टेट पेपर, क्लोथ लाईन लिफाफे इत्यादि।	20,00,000 /-	40,000 /-	RISL Processing fee Rs. 500/- Tender Fees Rs. 1000/-

फुणक फु; ःद

TABLE OF IMPORTANT DATES FOR BID

S. No.	Events	Date and Time
1	Date of Issue of Notice Inviting Tender (NIT)	13.04.2022
2	Start Date & Time for downloading of Tender documents	13.04.2022 at 6:00 pm
3	Website for downloading Tender Documents	http://eproc.rajasthan.gov.in
4	Tender document submission start Date & Time	13.04.2022 at 6:00 pm
5	Last Date & Time of downloading of Tender	28.03.2022 at 6:00 pm
6	Last Date & Time for online submission of Tender	28.04.2022 at 6:00 pm
7	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee, EMD and tender documents (Hard copy) to Comptroller Office MLSU	29.04.2022 at 11.00 pm
8	Pre- Bid Meeting at Comptroller Office MLSU/Online/Offline mode	23.04.2022 at 12:00 pm
9	Date & Time for online opening of Technical Bid	29.04.2022 at 12:00 noon
10	Date & Time for online opening of Financial Bid	To be announced after evaluation of technical bids

**OTHER IMPORTANT INFORMATION RELATED TO BID**

S. No.	Information	Details
1.	Tender Fee/ RISL Processing fees To be paid online through the e-Tendering portal at the time of submission of the tender	Rs. 500.00 (Rs five hundred only) for Comptroller, MLSU, Udaipur RISL Bid processing fees of Rs. 1000/- for MD RISL, Jaipur payable at Jaipur (Managing Director, Raj Comp Info Services Ltd.)
2.	Earnest Money Deposit (EMD)	2% EMD in favor of Comptroller Mohanolal Sukhadia University, Udaipur Rajasthan.
3.	Bid Validity Period	180 days
4.	Performance Bank Guarantee (PBG)	5% of the Average Annual Value of the Contract
5.	Last date for furnishing Performance Bank Guarantee in favor of “Comptroller Mohanolal Sukhadia University, Udaipur (Rajasthan)”	Within fifteen (10) working days of the date of notice of award of the contract (Letter of Intent (LoI)) or prior to signing of the contract whichever is earlier or as intimated in the LoI issued by MOHANLAL SUKHADIA UNIVERSITY . The PBG shall be valid till the validity of the contract, including any subsequent term extension, if applicable

1. The complete Bidding Document including the conditions of contract, evaluation and qualification criteria and procedure, bidding forms, specifications etc. can be seen at and downloaded from the website <https://sppp.rajasthan.gov.in>; <https://eproc.rajasthan.gov.in> or the official web site of the University www.mlsu.ac.in up to 13-04-2022 06:00 PM.

2. For participation in the online Bid process, Bidder must procure a Digital Signature Certificate (DSC) (Type-III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bids. Bidders can process the same from any CCA approved certifying agency such as TCS, Safecrypt, Ncode etc. Bidders who already have a valid DSC need not procure a new DSC. Also the bidder must register on <https://eproc.rajasthan.gov.in>. Bidders already registered need not do so.

3. Bidders are advised to refer “Bidders Manual Kit” available at E-procurement website for further details of the e-tendering process.

(i) The Bid is for a Rate Contract.

(ii) The evaluation criteria have been specified in the Bid.

(iii) Bid fee of Rs. 500/- payable to Comptroller Mohanolal Sukhadia University Udaipur, Rajasthan and RISL

Bid processing fees of Rs. 1000/- for *MD RISL, Jaipur* payable at Jaipur (*Managing Director, RajComp Info Services Ltd.*) must be paid through DD.

The Bid Fee and RISL Bid processing fee shall be non-refundable. The DD/NEFT/RTGS/UTR No. and Date along with certified bank details (in prescribed format provided as Form No. 8 in Section-IV of the bidding document) to be uploaded with the Technical Bid form.

4. The Bidders shall upload the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc. in the Technical Bid file.

5. Technical Bid form duly signed on all pages and serially numbered accompanied with scanned copy of the DD/NEFT/RTGS/UTR No. for the Bid Fee and RISL Processing Fee, Bid Securing Declaration, Technical Bid as well as the Technical Bid submission form in one file; and Financial Bid submission sheet as well as the Financial Bid in another file shall be uploaded in the cover content of "TECHNICAL BID" and "FINANCIAL BID" respectively in electronic format up to **28-04-2022 06:00 pm** on <https://eproc.rajasthan.gov.in> .

6. The Bids shall be opened at **29-04-2022 12:00 pm** in Comptroller office Mohanlal Sukhadia University, Udaipur Rajasthan.

7. The Procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof. Other terms and conditions laid down under the RTPP Act, 2012 and RTPP Rules, 2013 as amended and mentioned in the Bid documents shall be applicable.

8. Any dispute arising there out of this Bid shall fall under the jurisdictions of courts of law at Udaipur.

Comptroller
Mohanlal Sukhadia University
Udaipur

SPECIAL TERMS AND CONDITIONS FOR SUPPLY OF STATIONERY ARTICLES IN REFERENCE TO TENDER NOTICE NO. MLSU/E-TENDER/2022-23/907 dated: 13-04-2022

1. Pre-condition for applying

A. In case of a company, Registration certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.

In case of society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.

In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm.

Any other equivalent document in case of any other registered entity along with the PAN Number.

GST Registration Certificate in the name of the Bidder if applicable.

B. Proof of average turnover should be 20.00 lacs within previous 3 year.

2. EMD of 2% payable through Demand Draft/ Banker's cheque only drawn in favor of "Comptroller, MLSU, Udaipur must be submitted to the Comptroller, MLSU, Udaipur on or before last date of bid submission without which the quotations will not be considered.

3. The Fess should be submitted in a bigger envelope containing the earnest money and documents duly sealed and marked "TENDER FOR SUPPLY OF STATIONERY ARTICLES should reach on 29-04-2022 before at 11.00 am.

4. Forfeiture of EMD/Bid security- The EMD/Bid security taken from the bidder shall be forfeited is following cases:

i. When the bidder withdraws or modifies his bid proposals.

ii. When the bidder does not execute the agreement in accordance of RTPP Rules provisions after placement of order within specifying time.

iii. When the bidder fails to commence the supply of goods and services as per purchase/work order/ latter of award within the time prescribed.

iv. Against any dues from any other contract with MLSU, Udaipur

v. When the successful bidder fails to complete the services satisfactorily within the time specified.

5. Duration of Assignment

The Contract will be awarded for a period of one year which can be extended further subject to satisfactory performance of the contractor.

6. The University reserves the right to award the contract to one or more tenderer depending on L-I rates quoted in the tender.

7. The University reserves the right to accept or reject any or part of the items found inferior in quality of workmanship or/and the quality of materials/goods.

8. Liquidity Damages provisions

Under no circumstances shall the successful firm appoint any sub-contractor or sub-lease the contract. If the tenderer fails to deliver the goods within the period specified in the tender form, the Purchasing Officer may at his discretion, allow the extension of time subject to recovery from the tenderer as agreed, liquidated damages and not by way of penalty a sum equal to the following percentage of the value of stores which the tenderer has failed to supply for a period of delay as stated below:-

- (a) Delay up to one fourth period of the prescribed delivery period : 2½ %
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period : 5 %
- (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period : 7½ %
- (d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period : 10 %

Any liquidity damages would be deducted from the due payment.

9. Earlier EMD (if lying with University) will not be adjusted against the current bid.

10. Bid opening/Opening of Tenders:

- a. The Bid Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.
- b. All the bids submitted on or before date and time shall be opened on same date, on date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present as per procedure laid down in RTPP Rules 2013 & Act 2012.

11. Evaluation of Financial Bids

- 1. The Financial bids shall be opened at the notified time, date and place in the presence of the bidders or their representatives who choose to be present.
- 2. Acceptance of the Tender/Bid:
 - a. The tendering authority shall award the Contract to the bidder whose proposal/bid has been determined to be the lowest value bid.
 - b. As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder asking to execute an agreement.
 - c. The acceptance of an offer is complete as soon as the letter of communication is posted to the last notified address/correct address of the bidder(s).

12. In case the rates quoted by the tenderers are very high or do not suit to the University the negotiation may be undertaken for reducing the quoted rates.

13. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial stamp of Rs. 1000/- at his own cost within 15 days from receipt of the order.

- 14.** The University shall accept the supplies F.O.R. Departmental Store situated at Udaipur only. Under no circumstances the University will bear the loss due to damage/breakage of articles in the transit. The cost of the damage/broken articles would be deducted from the bill.
- 15.** The ordered items will have to be supplied within 15 days, from the date of order, failing which Risk Purchase will be made and difference amount will be deducted from the Earnest money.
- 16.** In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Comptroller will be final.
- 17.** The ordered items supplied by the firm should be of best quality and a strict view will be taken if it is found defective at any stage during or after the delivery. In case of such lapses, the University reserves the right of taking any action including termination of the contract without assigning any reasons whatsoever. The University also reserves the right of imposing financial penalties for any losses caused to the University including loss of time.
- 18.** In case the contractor fails to cope with the workload or does not supply quality goods or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination summarily, without assigning any reasons thereof and the Earnest money and payment due to the firm if any, shall also be forfeited. The University is free to entrust the job to any other firm/party at the risk and expenses of the defaulting contractor. In this connection, decision of the University shall be final and binding on the contractor.
- 19.** It will be the responsibility of the contractor to obtain delivery reports from the officer/section/unit concerned in which the items are delivered. In the absence of delivery reports, no payments will be released.
- 20.** Tenderers may please quote their unconditional rates. The price quoted at the time of submission of tender should remain valid for 90 days from the date of tender opening for approval and the rates finalized on the basis of these prices shall remain in force during the currency of the contract which will for a period of one year. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract.
- 21.** The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender letter. The University reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
- 22.** If any of the bidders have any objection with regard to the terms and conditions of the tender, the same may be pointed out within 10 days of the issue of the tender documents, before opening of tender.
- 23.** The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry interest.

24. No advance payment shall be made for the goods. The payment will be released through RTGS only.
25. The job carried out shall be to the satisfaction of the University else no payment will be made. Further, depending upon the severity of negligence, this University reserves the right to blacklist and debar the agency. The decision of the competent authority of the University shall be final and binding on the firm/agency.
26. Rates shall remain fixed and valid during the period of contract. TDS and GST any other Government levies applicable on bill as per the instructions issued by the Government time to time shall be deducted. University and should include all charges and Taxes.
27. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
28. Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.

29. NEGOTIATIONS:

- a) Negotiations may be conducted with the lowest bidder only. In case of non-satisfactory achievement of rates from lowest bidder, Comptroller MLSU, Udaipur may choose to make a written counter offer to the lowest bidder and if this is not accepted, Comptroller MLSU, Udaipur may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.
- b) In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.
- c) In case of negotiations, representative of the bidder attending negotiations must possess written authority from the bidder to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- d) In the event the Comptroller, MLSU does not find the lowest quoted rate acceptable to it, then the tender will be scrapped and may be re-invited, or MLSU may take any other suitable action as deemed fit looking to exigency of the work.

30. Disqualification

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

- i. Has not submitted the bid in accordance with the bidding document.
- ii. Has submitted bid without submitting the prescribed EMD.

- iii. Has imposed conditions in his bid.
 - iv. During validity of the bid or its extended period, if any, increases his quoted prices.
 - v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - vi. Has failed to provide clarifications related thereto, when sought.
 - vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
 - viii. Is found of canvassing, influencing or attempting to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
- 31.** Provision of Rajasthan Transparency in Public Procurement Act 2012 (Rules 2013) Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.



GENERAL TERMS AND CONDITIONS

1. Rates must be quoted F.O.R. Destination :-

- a) The ordered material will have to be delivered at the purchaser's office godown/stores at the suppliers cost and arrangement.
 - b) The material will have to be supplied to all the constituent units of the University situated in Udaipur and order will be placed as per their requirements.
2. The offer shall be valid up to however it can be extend on mutual agreement.
 3. The ordered material will have to be supplied within 20 days from the date of placing the purchase order. The ' Urgent' marked purchase order(s) will have to be supplied/executed immediately within the period as mentioned in the order(s). Validity of the order can be extended by the purchaser (s) failing which ' Risk purchases may be made from the other supplier (s) and difference paid to or any pertinent letter from any purchaser (s) i.e. the Direct Demanding Officers of any of the Unit.
 4. The contractor will be held responsible for goods being sufficiently and properly packed for transport by rail or road transport so as to ensure their being free from loss and breakage till the delivery of goods at the stores of the purchasing officer. All packing cases, containers and other allied material shall be supplied free of cost by the contractor and the same will not be returned to him. If he so desires, the contractor may insure valuable goods and loss or damage, breakage or shortage discovered at the destination by the consignee, the contractor shall be liable to make the same good at his own cost. The contractor may keep or depute any of his representatives to watch any damage or loss discovered at the destination to verify the same if he so likes for his satisfaction.
 5. The successful tenderer shall not assign or sublet the contract or any part there of any other party.
 6. (i) Two sets of the samples of items of the various categories of tenderers, where SAMPLES are REQUIRED should be submitted on or before the due date and time of receipt of the tender Along with separate Challan in triplicate in the Performa mentioned below , in the office of The Comptroller, M.L. University, Udaipur. Without Samples the tender will not be considered for such items. The plea that any samples made in the past be considered as samples will not be accepted. Only samples received with the tender will be considered. The sample sent should be in the same quantity as asked for.

FORM OF CHALLAN FOR SAMPLES

Name and address of firm

Tender

Notice No.....Code NoDue Date

Item No.	Brief Description of the sample No.	Quality or Samples	Number of samples Submitted Against each Quality
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(ii) Samples must be submitted fully sealed and should been label with the particulars as mentioned below:

- (a) Name and Full address of the firm.
 - (b) Item Number, Tender Notice No., Tender Code and Due Date of the Tender.
 - (c) Brief description of the sample and rate.
- (iii) Samples without Challan in triplicate will not be accepted.

- (i) Outside firms are requested to send packing note in duplicate along with the samples. So that the samples are received in the office of the Comptroller, M.L. Sukhadia University, Udaipur on or before the due date of receipt of tender otherwise the consignee is in no way responsible for getting the parcels from the railway premises.
 - (ii) Approved samples will be retained by the Comptroller free of cost up to the period of six months after the expiry of Contract. The Comptroller shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained .the sample shall be collected by the contractor on the expiry of stipulated period. The comptroller shall in no way make arrangements to return the samples thereafter by railway or other mode of such transport even if the contractor agrees of such transport even if the contractor agrees to pay the cost of such transportation .samples uncollected within 9 months after the expiry of contract shall be forfeited to the university and no claim for their cost etc. shall be entertained , however, in case of samples which are to be retained for purpose of comparison payment will be made after deducting 25% from the value of each sample his payment will be made only for those samples which are retained purposefully after expiry of period of contract as well as time allowed for their withdrawals .
 - (iii) Unapproved samples shall be collected by the tenderer if any to the extent samples are not destroyed or consumed during testing and examination. the Comptroller shall in no way make arrangement to return the samples there-after by railway or other mode of transport.
 - (iv) Samples should be strictly according to the specification given in the tender from otherwise they will not be considered.
 - (v) Not change in marking on sample will be allowed after the submission of the sample.
7. (i) All goods must be sent freight paid. If goods are sent freight to pay, the freight together with a penalty of 10% of the freight will be recovered from the supplier's bills.
- (ii) Each bale or package shall contain a packing note quoting the acceptance order or supply order No., Date and showing its contents in details.
 - (iii) Payment for the supply shall be due and payable by the Purchasing Officer to whom supply is made when the goods is delivered strictly in accordance of the supply ordered and when the goods is found to the standard required or tallys with the sample .
 - (iv) All the goods supplied shall be of the best quality to the specification, trade-mark laid down for them and in strict accordance and equal to the approved standard samples and in case of any material of which there are no standard approved samples shall be of the very best quality and description obtainable in India. The decision of the Comptroller/Purchasing Officer, the central Stores Purchase Committee of the University shall be final as to the standard quality of goods and binding upon the tenderers and in case any of the articles supplied not being approved they shall be liable to be rejected and any expense or loss caused to supplier as a result of rejection of supplies, shall be entirely on contractor's account.
 - (v) The rejected articles must be removed by the tenderer from the destination where they lie within 20 days from the date of rejection notice. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to it while it is no their premises.
8. (i) The purchasing officer on the request of contractor may at his discretion allow extension of time for the period which he considers proper or refuse.
- (ii) In case the supply is not made according to the order in full within 20 days after the date of order the earnest money will be forfeited.
 - (iii) when the tenderer is unable to complete the supply within either the specified or extended period the purchasing officer shall be entitled to purchase the goods from elsewhere without notice to the tenderer but on his (i.e. tenderer's) accounts on risk, the goods or any part there of which the tenderer has failed to supply , or if not available the best and nearest available substitute there of or to cancel the contract and the tenderer shall be liable to pay for any loss or damage which the purchasing officer may sustain by reasons or such failures on the part of tenderer. But the tenderer shall not be entitled to any gain on such purchase made against default. The recovery of

- such loss or damage shall be made from any sums accruing to the tenderer under this or any other contract with the university. If recovery is not possible from the bill and tenderer fails to pay the loss or damage within one month of the demand, the recovery shall be made under the Rajasthan public Demand Recovery Act, 1952 or any other law for the time being in force. While making the risk purchasing the Purchasing officer may exercise his own discretion and if possible resort to limited Tender system issuing short term notice irrespective of the valuation of tender. In all cases, where orders are cancelled due to non-supply of goods, it will be treated as a breach of the contract and the Purchasing Officer shall take action accordingly.
- (iv) When the Contractor is unable to complete the supply within the specified or extended period, the Comptroller shall be entitled to forfeit the Earnest Money/Security Money in full or in part as he may deem fit, if no risk purchases have been made as provided above. When the Earnest Money/Security Money in full or in part is proposed to be forfeited, a show cause notice will be given to the contractor to show cause within 10 days for not making the supplies in time and why Earnest Money/Security Money in full or in part should not be forfeited.
9. (i) All articles supplied shall strictly confirm to the specifications laid down in the tender form. The supply of articles marked with asterisk or words "SAMPLE REQUIRED" are mentioned, shall in addition confirm to approved samples. The decision of the Purchasing Officer/Comptroller/Central Stores Purchase Committee whether the articles supplied confirm to the specifications and are in accordance with the samples if any, shall be final and binding on the contractor.
- (ii) If even a small percentage of samples or one unit of the same drawn at random from bulk supplies fails to confirm to the standard of the tendered sample, the entire supply is liable to be rejected and no excuse whatsoever that manufacturing difficulties, raw materials etc. were responsible for deviation in quality will be entertained or any account from the contractor.
10. Where a particular make or size is stated in the tender form no alternative should be suggested. The alternatives suggested will be ignored and the tenderer shall be assumed to have quoted for the items and their specifications mentioned in the tender form.

COMPTROLLER
MOHANLAL SUKHADIA UNIVERSITY,UDAIPUR

I/We hereby declare that I/We have read carefully all the above mentioned special terms and conditions and I/We agree to confirm these.

Signature of the Tenderer
with his Firm's Rubber Stamp



**THE COMPTROLLER,
MOHANLAL SUKHADIA UNIVERSITY,
UDAIPUR (RAJ.)**

Subject: TENDER FOR SUPPLY OF STATIONARY ARTICLES UNDER

Ref:- Your Tender Notice No. MLSU/E-TEN/Stationary/2022-23/907 dt: 13-04-2022

Sir,

In response to the above referred Tender Notice, We are submitting our offer for Supply of Stationary article the details are as under:-

1. Name of the Tenderer : _____
2. a) Permanent Address of the Tenderer : _____

3. PAN No. : _____
4. GST No. : _____

- b) Phone No: /Mob. No./E-mail ID : _____ Mob. No. _____
- c) Earnest Money (Pay order /DD No.) : _____
- d) RISL Fess (Pay order /DD No.) : _____
- e) Bid fess (Pay order /DD No.) : _____

**SIGNATURE OF THE TENDERER
DULY SEALED**



**ANNEXURE A : COMPLIANCE WITH THE CODE OF INTEGRITY AND NO
CONFLICT OF INTEREST**

Any person participating in a procurement process shall -

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

Conflict of Interest:-The bidder participating in a bidding process must not have a Conflict of Interest.

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



ANNEXURE B : DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS:-

DECLARATION BY THE BIDDER

In relation to my/our Bid submitted to for 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 a specified in the Biding 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 or misrepresentations as to my/our Qualification to enter in to a procurement contract within a period of three years preceding the commencement of this procurement process. Or not have been otherwise disqualification pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name :

Designation :

Address :



ANNEXURE C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority.....

The designation and address of the second Appellate authority is.....

(1) Filing an appeal

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

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

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 filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

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

(4) Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

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

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

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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 or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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

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

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

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

(c) After hearing the parties, perusal 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 and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed

2. Procuring Entity's Right to vary Quantities

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

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

AGREEMENT FORMAT

(To be executed on a non-judicial stamp of Rajasthan state @ Rs. 1000)

An agreement made this.....day of..... between..... herein after called as „the Supplier“), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the **Comptroller Mohanolal Sukhadia University, Udaipur** herein after called „the Procuring Entity“ which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the other part.

WHEREAS the Procuring Entity invites Bids for certain Goods and Related Services, viz.

.....
and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of..... (Amount in figures and words)
(Hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement, viz.
 - (a) The Procuring Entity’s Notification to the Supplier of Award of Contract;
 - (b) The Bid Submission Sheet and the Price Schedule including negotiated price, if any, submitted by the Supplier;
 - (c) The Special Conditions of the Contract;
 - (d) The General Conditions of Contract;
 - (e) The SCHEDULE OF Supply;
 - (f) Instructions to Bidders;
 - (g) The Notice Inviting Bids

In the event of any discrepancy or inconsistency within the Contract, the documents shall prevail in the order listed above

3. In consideration to the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods

and Related Services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the Provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness 1

Signed by:

(for the Supplier)

Name.....

Designation.....

Address.....

.....

Witness 2

Signed by:

(for the Procuring Entity)

Name.....

Designation.....

Address.....

.....

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT UDAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT UDAIPUR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT UDAIPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

Mohanlal Sukhadia University
Udaipur-313001
India

LETTER OF GUARANTEE

WHEREAS Mohanlal Sukhadia University (Buyer) have invited Tenders vide Tender No.....dt..... for purchase ofand whereas the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment /machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Mohanlal Sukhadia University, Udaipur**” in the form of Bank Guarantee for Rs and

valid till **three years** from the date of issue of Performance Bank Guarantee may be submitted within 15 days from the date of acceptance as a successful tenderer.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Mohanlal Sukhadia University on demand and without protest or demur Rs (Rupees.....).

This bank further agrees that the decision of Mohanlal Sukhadia University, Udaipur (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein

contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Mohanlal Sukhadia University, Udaipur (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period



TENDER FEES DETAILS

<p>TENDER FEES DETAILS</p>	<p>1. If Bidder Submit Demand Draft: The Demand Draft for bidding document fee Rs. 1000/- and bid security Rs. 40,000.00 should be drawn in favor of COMPTROLLER, MLSU, payable at Udaipur and the Demand Draft of Rs 500/- towards RISL processing fee should be drawn in favor of “Managing Director, RajComp Info services Ltd” payable at Jaipur.</p> <p>2. If bidder use NEFT/RTGS option than he deposit bidding document fee bid security and RISL Fess in given the Bank Account details of Comptroller Mohanlal Sukhadia University, Udaipur Name of Account Holder: SUKHADIA UNIV. DEPOSIT A/C. Bank Name: ICICI Bank University Campus Udaipur Bank Account Type: Saving Account Bank Account No: 694201001326 IFSC code: ICIC0006942 <u>MUST BE PAID Before 28-04-2022</u> <u>AT 06.00 P.M.</u></p>
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