



**MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**  
**PROCUREMENT OF SUPPLY & DEGREES PRINTING WORK WITH**  
**PAPER FOR THE EXAMINATION YEAR 2021 & 2022**

**E - TENDER NO. : F/MLSU/DEGREE PRINTING/2022-23/933**

Issue Date: 03-09-2022

Last Date for Bid Submission: 23-09-2022

Issued By:

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



# **MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR RAJASTHAN**

Standard Bidding Document

Single Stage Online Bid under Two-Cover System

Email: [compt@mlsu.ac.in](mailto:compt@mlsu.ac.in)

## **E-TENDER NOTICE**

E - Tender No.:F/MLSU/Degree Printing/2022-23/933

Date: 03-09-2022

Online unconditional Bids under Two-Cover system (Technical and Financial) are invited for Degrees Printing for the examination year 2021 & 2022 as listed below, from manufacturers/ authorized distributors/authorized. Bidders can participate in the online bid process from 04.09.2022, 11.00 am onward after registering on the website <https://eproc.rajasthan.gov.in>. Last of Bid Submission is 23-09-2022 at 06:00 PM.

<b>Work Description</b>	<b>Quantity (Approx.)</b>	<b>Estimated Cost</b>	<b>Earnest Money</b>	<b>Tender Fee &amp; RISL Fee (Rs.)</b>
<b><u>Procurement of supply &amp; Degrees Printing work with paper for the examination year 2021 &amp; 2022:</u></b> Degrees duly printed on "Non tear-able Polypropylene synthetic Paper" 200-230 micron and water resistance paper with specific security features for different faculties/courses <b>(Approximately 65,000 degrees to be printed per year , Total 1,30,000 degrees for two years)</b> (Sample paper available in degree section)	1.30 lacs (In Nos.) For two years	Rs. 25.00 lacs	Rs.50,000/-	Rs. 1000/- tender fee & Rs.500/- RISL processing Fee through DD/NEFT/RTGS

**Comptroller,  
Mohanlal Sukhadia University Udaipur**

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](http://www.mlsu.ac.in) up to **11:00 AM on 04.09.2022**
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, Safe crypt, N code 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.
4. The Bid is for a Rate Contract.
5. The evaluation criteria have been specified in the Bid documents.
6. Bid fee of Rs. 1000/- payable to Comptroller Mohanlal Sukhadia University , Udaipur and RISL Bid processing fees of Rs. 500/- for *MD RISL, Jaipur* payable at Jaipur (*Managing Director, RajComp Info Services Ltd.*) must be paid through DD/RTGS/NEFT **latest by 06:00 PM on 23.09.2022:**



**TENDER FEES DETAILS**

<b>TENDER FEES DETAILS</b>	<p><b>1. <u>If Bidder Submit Demand Draft:</u></b> The Demand Draft for Tender fee/Bidding document fee Rs. 1000/- and EMD/bid security Rs. 50,000.00 should be drawn in favor of <b>COMPTROLLER, MLSU, payable at Udaipur</b> 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><b>2. <u>If bidder use NEFT/RTGS option:</u></b> Then he deposit Tender fee/bidding document fee bid security and RISL Fess in given Bank Account details of Comptroller Mohanlal Sukhadia University, Udaipur <b>Name of Account Holder: SUKHADIA UNIV. DEPOSIT A/C.</b> Bank Name: ICICI Bank Limited Branch University Campus Udaipur Rajasthan Bank Account Type: Saving Account Bank Account No: 694201001326 IFSC code: ICIC0006942 <b><u>MUST BE PAID Before : 23-09-2022 Time : 06:00PM</u></b></p>
----------------------------	--

The Bid Fee and RISL Bid processing fee shall be non-refundable. The NEFT/RTGS/UTR No. and Date along with certified bank details to be uploaded with the Technical Bid form.

7. 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.

8. Technical Bid form duly signed on all pages and serially numbered accompanied with scanned copy of the DD/NEFT/RTGS/UTR No. and Amount Transfer date 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 „ TECHNICALBID" and „ FINANCIALBID" respectively in electronic format up to 06:00 PM on 23-09-2022 on <https://eproc.rajasthan.gov.in>.

09. The Bids shall be opened at 11.00 AM on 24.09.2022 at Comptroller office Mohanlal Sukhadia University, Udaipur.

10. 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.

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

**Comptroller,  
Mohanlal Sukhadia University Udaipur**



**CONTENTS OF TENDER DOCUMENT**

<b>S. No.</b>	<b>Description of Contents</b>	<b>Page No.</b>
1.	E-Tender Notice	2-3
2.	Critical Date Sheet, Tender Fee and EMD	5
3.	Scope of work and Special Terms & Conditions	6-10
4.	General Terms and conditions	11-17
5.	Eligibility Criteria	18
7.	Performa for Technical Bid/Financial Bid	19-21
8.	Instructions for Online Bid Submission	22-24
9.	Annexure A to D	25-29
10.	Format For Performance Bank Guarantee	30
11.	Agreement Format	32-33

**CRITICAL DATE SHEET, TENDER FEE AND EMD**

Tender No	F/MLSU/Degree Printing/2022-23/933dt. 03.09.2022
Date for issue E-Bid	03-09-2022
Date & Time Publishing	04-09-2022 (11:00 AM)
Document Downloads/ Sale Start Date & Time	04-09-2022 (11:00 AM)
Website for Downloading Bid Documents	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
Bid Submission Start Date & Time	04-09-2022 (11:00 AM)
Bid Submission End Date & Time	23-09-2022 (06:00 PM)
Date & Time for Opening of Bids	24-09-2022 (11:00 AM)
<b>Date &amp; Time for Pre Bid Meeting</b>	<b>16-09-2022 (01:00PM) Offline Mode At Comptroller Office Mohanlal Sukhadia University, Udaipur (Rajasthan) Email ID: <a href="mailto:compt@mlsu.ac.in">compt@mlsu.ac.in</a></b>
Tender Fee EMD	RISL bid processing fees of Rs. 500/- for MD RISL, Jaipur payable at Jaipur (Managing Director, RajComp Info Services Ltd.) Rs. 1000/- (For Tender Fee) EMD Rs. 50,000/- (All Fess to be paid through RTGS/NEFT. Bank details are as under: <b>Name of Account Holder: SUKHADIA UNIV. DEPOSIT A/C.</b> Bank Name: ICICI Bank Limited Branch University Campus Udaipur Rajasthan Bank Account Type: Saving Account Bank Account No: 694201001326 IFSC code: ICIC0006942 (This is mandatory that UTR Number is provided)
Security Deposit	2.5 %
Warranty	1 year
Bid Validity	365 days
Address for Communication	Comptroller Mohanlal Sukhadia University, Udaipur (Rajasthan) Email ID: <a href="mailto:compt@mlsu.ac.in">compt@mlsu.ac.in</a>



**Scope of work , Special Terms & Conditions for Procurement of Supply & Degrees  
Printing Work for the Examination Year 2021 & 2022**

1. The Bidder will be required to upload following documents :
  - (a) Scanned copies of Tender Fee, Processing Fee and EMD with Technical Bid;
  - (b) Brief Overview about the Bidder and their business (Max. Two Pages)
  - (c) Documents to prove eligibility/Qualify of the Bidder for submission of Bid;
  - (d) Technical Bid form with supporting documents as mentioned in it ;
  - (e) Financial Bid as per format ;
2. This contract will be valid for a period of **TWO YEARS** from the date of issue of order. However, the work for the examination year 2022 will be got executed only in case of satisfactory completion of the work for the examination year 2021.
3. The Comptroller, Mohanlal Sukhadia University, Udaipur reserves the right to accept any tender, not necessarily the lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items for which tender has been submitted.
4. The Tenders must be submitted strictly in accordance with the conditions of the tender and all the enclosures (duly signed and stamped) must be attached along with the tender as demanded, at the time of uploading the tender otherwise the Tender may be rejected.
5. The contract can be repudiated at any time by the Comptroller, Mohanlal Sukhadia University, Udaipur if the work is not executed in time and /or to the satisfaction after giving an opportunity to the contractor.
6. All legal proceedings which may arise relating to this contract shall be Subject to the Jurisdiction of the appropriate court situated in Udaipur only.
7. The Tenderers should not quote their own (means counter) conditions while submitting the tender. Any counter condition or counter proposals submitted by the tenderers will not be considered at all and his tender shall be liable to rejection. The firm intending to get their counter or extra conditions accepted, should not submit the tender and when once the tender is submitted it will be construed that the tenderer agrees to all the terms and conditions of the tender.
8. **The firm should have experience of printing of degrees of a University during the last three years and will submit details of degrees printed of a University along with specimen copies with the tender.**
9. Notwithstanding anything contained herein before in these special terms & conditions, the University reserves the right to take action against the defaulting Printer (Printing Press) for any kind of misbehavior or for any breach of the Contract whatsoever by way of imposing of penalty, forfeiting of Earnest Money /Performance Security Money, cancellation of order, cancellation of the agreement and blacklisting and such other action according to the University rules.
10. Designing and Printing of Degree shall be done according to approved design from the University authorities and further process as per tender notice. Before placing the final order for degree printing, the tenderer will have to submit 20 sample printed degrees as per specification and incorporating security features for approval of the committee. The following will be the security features to be incorporated in the degree:

**(a) Alpha Numeric Bar Code**



**(b) Alpha Numeric QR Code**

**(c) Laser Do-text printing readable by 60-X magnifying Lenses**

**(d) The Collateral must have Transparent Security Impression of Static Data like University Name, University Logo. It should be visible as the Sharpest Text and should not be scan able.**

**(e) Printing of variable serial number (as per directions of the degree section)**

**(f) Unscannable University Logo in invisible Ink to glow.**

**(g) Golden Eye Printing of the University Logo.**

**(h) “Electronic verification access is available on University website” is to be printed on degree.**

11. The firm shall provide day to day progress for degree printing / processing and take necessary instructions from the competent authority of the University till the work is completed.

12. The University will provide necessary raw data of main and supplementary examination and reevaluation of the concerning year for printing of degrees.

13. Filtering of raw data and incorporating the revised results after reevaluation to get the list of pass out candidates will be done by the firm.

14. The names of the candidates in Hindi will have to be typed or translated through perfect software by the firm.

15. The firm will provide first check list to check the correctness with regard to English and Hindi names, Division and Subjects from the T.R. and the Examination Form.

16. The firm will make all necessary corrections in the data as per corrections suggested in the first list by the degree section and provide corrected list in hard copy and soft copy in C.D.

17. A variable serial number (confidential serial number) will be generated to be printed on the degree as per directions of Degree Section.

18. A data base containing the Class / College Code / Roll No/ Students Name/ Subject/ Division/Mobile Number will be generated by the firm and a copy of finally corrected data will have to be provided in DVD/CD to the University.

19. The approved degree formats will be provided by the University and the firm will provide first printed degree of each format on e-mail for final approval and printing of remaining degrees of same format by the competent authority of the University.

20. The firm will prepare PDF of each degree and arrange for its uploading on University Website [www.mlsu.ac.in](http://www.mlsu.ac.in) to invite corrections on the PDF format assessable to students through Roll Numbers. The firm will also inform candidates through SMS to submit the





corrections within 10 (Ten) days to the Degree Section on the PDF format duly signed by the candidate.

21. The dimension of the Degree Certificate to be printed will be A-4 Size paper (Standard dimension).
22. The firm will provide the printed degrees for checking as per second check list and signing on its back by the University staff and competent authority. Deputy Registrar (Degree) and Checker 1 & Checker 2 are to be printed on the reverse side of the Degree for signatures.
23. The tenderer will use tear free and temper proof A-4 size “Non tear-able polypropylene Synthetic Paper” with thickness 200-230 micron and water resistance paper with Specific Security features for different faculties/courses (Sample paper available in Degree section) and will submit a certificate of using such paper from an authorized laboratory / institution.
24. Packing: The finally printed Degree have to be packed in College wise and degree code wise bundles. Two lists of degrees are to be provided to the University for Dispatch of degrees to concern colleges. The Wrapping Paper for packing of these Degrees will have to be used by the approved tenderer of himself at his own cost. Each packet is to be labeled indicating name of College the Class, College Code, degree code Serial Number (If any) and No. of Degree’s contained therein.
25. The tenderer will be required to prepare the Degrees / Diploma/ Certificate within two months of giving order. Time will be the essence of the contract and for any delays in delivery of the properly printed degree certificates shall be subject to liquidated damage as follows :-
  - a) For delay up to 25% of the supply period, 2<sup>1/2</sup> % of the value of the balance supply.
  - b) For delay up to 50% of the stipulated supply period, 5 % of the value of the balance supply.
  - c) For delay up to 75% of the stipulated supply period, 7<sup>1/2</sup> % of the value of the balance supply.
  - d) For delay up to 100% of the stipulated supply period, 10 % of the value of the balance supply.
  - e) For any further delay, 20% of the value of the balance supply.
26. The tenderer will be required to prepare and deliver Due / Correction / Revised / Duplicate Degree as per order of the University within **seven** days of the order till the term of the tender i.e. for a period of two years on same rate and terms and condition. The data for this purpose will be provided by e-mail. For dispatching Due/ Correction/ Revised/ Duplicated printed degrees/postage charges/Transportation charges will be born by the University. The firm will submit the bill for printing of these degree and postage/ Transportation with proper receipt quarterly.





27. The firm shall be required to submit all the finally printed degrees so printed **in PDF files** in DVD/CD to degree section to upload the same on University Website for verification purpose.
28. The firm will provide degree data in XL sheet as per requirement of NAD (National Academic Depository) to upload the same.
29. The firm shall be required to preserve the data till instructions to this effect are given by the University in this regard.
30. The work is of confidential nature and the contractor (tenderer firm / printing press) shall have to maintain the confidentiality of the entire work.
31. Rates must be quoted for Complete Degree Printing Work per degree including all charges, i.e. Filtering and updating of raw data, typing / translation of Hindi Name, first and second proof lists printing, Preparation of PDF (assessable to students through Roll Numbers) for uploading on University website, SMS to students, college wise listing, providing the printed degrees in PDF Files and packing etc. including paper showing GST/IGST/Duties and other charges separately. Ph.D. degree will be printed and the data for these degrees in the word file and in PDF will be provided by Degree Section.
32. The rates must be inclusive of Non Tear able polypropylene Synthetic paper along with printing and inclusive of all taxes, duties etc., if any However, the tenderer must show GST/IGST and other taxes charged separately in the Invoice.
33. The rates must be quoted F.O.R. destination, means Univ. Adm. Office Store/Degree Section of Mohanlal Sukhadia University, Udaipur.
34. Tax Clearance Certificate, Sales Tax/VAT Registration No/TIN No. and Sales Tax Clearance Certificate and Bankers Certificate should be submitted along with the Tender Form.
35. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial Stamp of Rs. 1,000/- at his own cost within 15 days from receipt of the letter from this office.
36. The successful tenderer will have to deposit a performance security deposit of 2.5% of the tender value at the time of signing of agreement within 15 working days of the issue of the letter of intent. The performance security will be furnished in the form of account payee demand draft or bank guarantee drawn in favour of Comptroller, Mohanlal Sukhadia University, Udaipur, payable at Udaipur.



**MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR RAJASTHAN**

Standard Bidding Document

Single Stage Online Bid under Two-Cover System

Email: *compt@mlsu.ac.in*

37. Proof will have to read and corrected by the Tenderer at his own cost and arrangements according to MSS and according to Instructions of the Registrar/Deputy Registrar (Degree) from time to time.
38. Tax will be deducted from the bill OR as per Central /State Govt. Rules at the time of payment by the concerning DDO's. The payment for printing of degrees will be made after successful printing of respective year degrees.
39. **In case, if the University approves the rate and accept the tender of a firm outside Udaipur, the tenderer shall be required to establish a office or his agency at Udaipur with technically acquainted staff and printing equipment till the degree printing work completes.**
40. No previous earnest money will be adjusted against this tender.
41. **Provisions of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) Rules 2013 Govt. of Rajasthan / GF& AR shall be applicable with regard to delay in supplies and other residue eventuates.**

COMPTROLLER  
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

**I/we hereby declare that I/we read carefully all the above mentioned Special Terms & Conditions and I/ we agree to confirm the above terms/conditions.**

Place : \_\_\_\_\_  
Date : \_\_\_\_\_

**SIGNATURE OF THE TENDERER  
with his Firm's Rubber Stamp**



**GENERAL TERMS AND CONDITIONS**

**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.
- b In case of society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.
- c 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.
- d Any other equivalent document in case of any other registered entity.  
GST Registration Certificate in the name of the Bidder.

- 2. EMD of Rs. 50,000/- (Rupee: Fifty thousand only) payable through Demand Draft/ Banker's cheque only drawn in favour 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. All technical bid without requisite EMD will be rejected. The last dates of receiving the tender on 23-09-2022 at 06:00 p.m. and shall be opened the same date a 24-09-2022 at 11:00 AM.**

**3. Performance Security**

The successful bidder will be required to provide a Performance Security Deposit of 2.5% of tender value payable through Demand Draft/ Banker's cheque or Bank Guarantee from any of the Commercial Banks only upon award of the contract. The same will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees.

- 4. Forfeiture of EMD/Bid security: The EMD/Bid security taken from the bidder shall be forfeited in 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/ letter of award within the time prescribed.
- iv.** When the bidder does not deposit the security money after the work order is placed.
- v.** Any dues remains against the firm from any other contract with MLSU, Udaipur
- vi.** When the successful bidder fails to complete the services satisfactorily within the time specified.



**vii.** If the successful bidder breaches any provision of code of integrity prescribed for bidders is RTPP Act and chapter VI of the rules.

**5. Technical Bid Format & Content**

The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.

6. The prospective bidders are requested to go through the Terms and Conditions of the contract carefully. The bid documents (Technical and Financial) are to be submitted in two separate sealed envelopes. The rates should be quoted including of all taxes and charges such as labor, transportation, storage etc. Incomplete or ambiguous bids without documentary proof will not be considered.

**7. Duration of Assignment**

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

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

9. 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.

**10. 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 on 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.
- (e) Further delay exceeding the period equal to the prescribed delivery period. : 20%

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



**12. Format and Signing of Bid:**

- a. The bid forms/templates/annexure etc. wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization as per Annexure-E.
- b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eProc portal in respective file/ format.

**13. 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.

**14. Evaluation of Technical Bid**

- a. The evaluation shall be completed by the Bid Evaluation Committee as early as possible after opening of technical bids.
- b. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification."
- c. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be eligible for financial bid opening.
- d. The firms qualifying in technical evaluation will be informed.
- e. The bid evaluation committee shall have full powers to undertake negotiations if any.
- f. Tendering authority's Right to accept/Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

**15. Evaluation of Financial Bids**

- A. The Financial bids/cover or bidders who qualify in technical evaluation shall be opened at the notified time, date and place in the presence of the bidders or their representatives who choose to be present.
- B. The process of opening of financial bids/covers shall be similar to that of technical bids.
  - C. 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 quality of goods.
  - 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).
  - d. The acceptance of the bid shall also be placed on website of [www.mlsu.ac.in](http://www.mlsu.ac.in).
- 16.** In case the rates quoted by the tenderer are very high or do not suit to the University the negotiation may be undertaken for reducing the quoted rates.
- 17.** 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 along with performance security.
- 18.** The University shall accept the supplies F.O.R. Degree section, Mohanlal Sukhadia University, Udaipur only. Under no circumstances the University will bear the loss due to damage/breakage of articles in the transit., in case of outside supplier The cost of the damage/broken articles would be deducted from the bill.
- 19.** 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 Security money.
- 20.** In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Comptroller will be final.
- 21.** The successful bidder shall have to deposit performance security 2.5% of the tender value in the form of DD/Bank Guarantee in favour of Comptroller, MLSU, Udaipur.
- 22.** 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.
- 23.** 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 security deposit 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.



- 24.**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.
- 25.**Tenderers shall quote their unconditional rates. The price quoted at the time of submission of tender should remain valid for 180 days from the date of tender opening and the rates finalized on the basis of these prices shall remain in force during the currency of the contract which will normally be 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.
- 26.**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.
- 27.**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 15 days of the issue of the tender documents, before opening of tender.
- 28.**The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry any interest.
- 29.**No advance payment shall be made for the supplies. The payment will be released through RTGS only.
- 30.**The supplies 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.
- 31.**Rates shall remain fixed and valid during the period of contract. TDS, GST and any other Government levies applicable on bill as per the instructions issued by the Government time to time shall be deducted. The contracting firm is required to provide the items in the premises of Mohanlal Sukhadia University, Udaipur as per order and no transportation charges will be paid.
- 32.**If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
- 33.**Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.
- 34.**The technical specifications mentioned in this tender are the minimum acceptable specifications. Bidders may offer higher/better specifications but not the lower ones. It





must be duly supported with the original technical literature for examination by the committee; else the bid will be rejected.

35. Further, the acceptable makes have been indicated against each system in the technical specifications. The bidder must clearly mention selected make and model in the technical bid. Unapproved makes will not be considered.

36. **Insurance-** The Bidder is responsible for acquiring insurance for all components equipment and software. The goods supplied under the contract shall be fully insured.

37. **Warranty-** The bidder warrants that goods supplied under the contract are new unused, of the most recent or current models and incorporate all recent improvements in design and material unless provided otherwise in the contract. The Bidder further warrants that all goods supplied under this contract shall have no defect arising from design, materials or workmanship.

38. The vendor will provide support for operating system and other pre-installed software components during the warranty period of hardware on which these software & operating system will be installed. Defective hardware shall be replaced by Vendor at his own cost.

### 39. **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.

### 40. **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:

- a. Has not submitted the bid in accordance with the bidding document.



- b. Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, EMD or the Bidder's authorization certificate.
  - c. Has imposed conditions in his bid.
  - d. During validity of the bid or its extended period, if any, increases his quoted prices.
  - e. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
  - f. Has failed to provide clarifications related thereto, when sought.
  - g. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
  - h. 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.
- 41.** Provision of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) RTPP Rules 2013 Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.

**PRE-QUALIFICATION/ELIGIBILITY CRITERIA**

S. No.	Basic Requirement	Specific Requirements	Documents to be scanned
1	Legal Entity	The bidder should be a proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act or a similar act of any other State/ Union, as applicable OR A company registered under India Companies Act 1956/2013 OR A partnership firm registered under Indian Partnership Act 1932	Copy of valid Registration Certificates/ copy of certificate of incorporation
2	Financial: Turn over from Examination related work	The average turnover of bidder company should be more than Rs. 25 lacs in each year for the last three financial years (Attach the copy of balance sheet.	Audited copies of Balance Sheet and Profit & Loss Account of last three Financial years 2019-20, 2020-21, 2021-22 OR Certificate from CA with CA's Registration No. & Seal
3	Technical Capability of degree with security measure and specified paper.	(i)The bidder should be an established, reputed and reliable firm in the field of Printing of degree. (ii) The bidder must have sufficient Infrastructure for printing of degree with security measures. (iii) The firm should have experience of printing of degrees of a University during the last three years	(i) Copy of work orders or satisfactory completion  (ii) List of Printing machines and other equipments with make and printing speed/hr  (iii)Details of degrees printed of a University along with specimen copies with the tender.
4	Tax registration and Clearance	The bidder should have (i) GST registered number (ii) Income Tax PAN	Copy of GST and PAN card.
5	Work Order	The firm/company should executed a single order of Rs.12.00 lacs or more of the Govt./University for the similar nature of Job in the previous year	Copy of purchase order



**CHECK LIST OF TECHNICAL-BIDS**

**1- Name and address of the Bidder:**

Please submit technical bid with supporting documents along with EMD in a separate envelope as prescribed under Para (1) of special terms and conditions.

<b>S. No.</b>	<b>Particulars</b>	<b>Information to be provided by the Bidder</b>	<b>Check (Yes) (No)</b>
1	Name of the Bidder with complete address and Telephone/ Mobile number		
2	Earnest Money Deposit in favour of Comptroller, MLSU, Udaipur	Tender fee. Amount: DD No..... Date: ..... Processing Fee: Amount: DD No..... Date: ..... EMD: Amount: ..... DD No..... Date: .....	
3	Registration Number & Date of establishment of the firm (copy of registration should be attached as a proof)		
4	The company should have executed a single order of Rs. 12 lacs or more of Govt. University/state University for the similar nature of job in the previous (please attach the copy of the purchase order)		
5	The average turnover of bidder company should more than Rs. 25 lacs in each year for the last three financial year (Attach the copy of balance sheet.		



**MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR RAJASTHAN**

Standard Bidding Document

Single Stage Online Bid under Two-Cover System

Email: [compt@mlsu.ac.in](mailto:compt@mlsu.ac.in)

6	The firm must be ISO 900/: 2008 or ISO 2700/: 2005 security printer.		
7	PAN must be under electronic and physically security system.		
8	PAN number of the firm( Enclose Photocopy)		
9	A detailed list of infrastructure along with the occupied area/Technical staff/Press equipments/ Transformer /Power Generator etc.		
10	Successful bidders from outside Udaipur should establish an office or his agency at Udaipur.		
11	Whether your firm has been blacklisted by any Government /PSU/ Board / University. Submit an undertaking on Rs. 100/- Non-Judicial stamp and upload it with Technical bid.		
12	Do you agree to complete the work in the specified period. Enclose an undertaking on Rs. 100/- Non-Judicial stamp and upload it with Technical bid.		

This is to certify that I /We have read all the terms and condition of the tender and agree to abide by the same. We have also read eligibility conditions to participate in the tender, details of the work to be carried out and other details made available with this Bid – Form

Date:

**Signature of the Authorized Signatory  
Rubber Stamp of the firm**



**FINANCIAL BID**

Note: Rates should be quoted on e-procurement portal in BOQ and one Extra link provide for PDF in financial Envelop.

S. No.	Work Description	Rate Per degree (one composite rate for all the items of work)	
		<b>Supply and Printing of Degrees with papers for examination year 2021 &amp; 2022 (Including all taxes &amp; charges )</b>	
1.	Filtering and updation of raw data to get the list of pass out candidates after translation of Hindi name through a perfect software, printing of first list and its correction and provide corrected list in hard and soft copy in C.D.		
2.	Prepare PDF of data prepared <b>each degree</b> and arrange for its uploading on University Website <a href="http://www.mlsu.ac.in">www.mlsu.ac.in</a> to invite corrections in the data <b>on the PDF format</b> . Inform candidates through SMS also. Incorporate the corrections received from the candidates/other corrections through Degree Section.		
3.	Designing & Printing of Sample Degrees on “Non tear-able Polypropylene synthetic Paper” 200-230 micron and water resistance paper with specific security features as per tender document and directions of Degree Section for approval of the Committee prior to final printing).		
4.	Designing and Printing of Degrees on Non Tear-able Polypropylene synthetic Paper” 200-230 micron and water resistance paper (standard dimension).		
5.	Packing of degrees college wise with list for dispatch of degrees		



**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

Instructions to the Bidders to submit the bids online through the State Govt. Procurement Portal for e Procurement at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro their user ID/password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III certificate with signing key usage) issued by SIFY/TCS/Code/e Mudra or any Certifying Authority recognized by CCA India on e Token/ Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender sit, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be





- reduced through rare and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
  - 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
  - 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
  - 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
  - 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
  - 19) The details of DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
  - 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
  - 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
  - 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
  - 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
  - 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.



- 25) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encrypted techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.
- 31) The bidder should upload the letter of Transmittal (on company letterhead) as per Performa enclosed.

**COMPTROLLER  
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**



---

**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 procurement Contract with in 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:  
Place:

Signature of bidder  
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 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 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 AH grieved 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 toile 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 steted 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.





**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 of .....

and 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 favor of **“Mohanlal Sukhadia University, Udaipur”** in the form of Bank Guarantee for Rs ..... and valid till **one years** from the date of issue of Performance Bank Guarantee may be submitted within 10 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.

**AGREEMENT**

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

1. An agreement made the between. M/s \_\_\_\_\_ (Address) \_\_\_\_\_ (here in after called "The Approved Service provider Which expression shall were the out texts admits, be deemed to include list heirs successor, executors and administrators) or the one the Mohan Lal Sukhadia University, Udaipur a body Corporate/established under Udaipur University Act,1962 hereinafter called the purchaser/University of the other part.
2. Whereas the approved service provider has agreed with the University to provide services set to forth in the Purchase Order appended here to in the manner set forth in the conditions of the tender and contract appended here with and at the rates set forth in Column under Rate of the said Purchase Order which rates shall be and so escalation on whatever shall be all owned and/or conceders.
3. And whereas the approved service provider has deposited a sum Rs\_\_\_\_\_ in the form of Crossed Demand Draft as security for the due performance of the aforesaid agreement
4. Now those presents witness (I) in consideration of the payment to be made by the Mohan Lal Sukhadia University, Udaipur through crossed cheques At the rates set forth in the schedule here to appended the approved Supplier will duly supply the said articles set forth in the purchase order there in the manner set forth in the condition of the tender and contract the condition of tender and contract as enclosed to the tender notice No. \_\_\_\_\_ Dated \_\_\_\_\_, and also appended to this agreement will be deemed to be taken a part of this.
5. The University do here by agree that if the approved service provider duly provide the said service the manner aforesaid, observe and keep the said terms and condition ,the University will make payment to the approved service provider at the time and the manner set in the work order appended with this agreement. The mode of payment will be as specified below.
6. 100% payment through crossed cheque against satisfactory implementation and operation of the service.
7. The implementation of the prescribed services shall be affected from within 15 days from the date of purchase order.
8. Wherever applicable The Approved service provider shall provide prescribed services by deploying their staff as per work description given in the work order. The approved supplier shall be responsible for making payments for their staff including provident fund, medical insurance and other applicable welfare charges from their business bank accounts and the university shall not of be liable for payment of these charges to the staff deployed by the approved supplier.

9. Wherever applicable the approved service provider shall be responsible for any damages to the university due to non-performance in the services described in the work order
10. If the service provider fails to provide services as prescribed in the work order, the penalty as prescribed in the work order will be paid to the University by the service provider
  
11. All disputes arising out of this agreement and all question relating to the interpretation of this agreement shall be decided by the Vice-Chancellor, Mohan Lal Sukhadia University, Udaipur the decision of the Vice-Chancellor, Mohan Lal Sukhadia University, Udaipur shall be Final.

In Witness where of the Parties here to her set their and on the.....

Signature and rubber stamp of the  
Approved Supplier

Signature for and on behalf  
of the Vice-Chancellor

Dated:

DIRECTOR  
Mohan Lal Sukhadia University, Udaipur

Witness No. 1

Witness No. 2

Witness No. 2

Witness No. 2