



## MOHANLAL SUKHADIA UNIVERSITY: UDAIPUR:

PRESCRIBED TENDER FORM FOR LIFTING OF WASTE PAPERS UNDER TENDER CODE NO. AQ/2019-20 IN REFERENCE TO TENDER NOTICE NO: MLSU/TEN/AQ/Lif.W.Paper/2019-20/537 DATED: 16.10.2019

### **NOTE:**

1. Tender must be submitted accordance to all the terms and conditions of the tender notice tender form of the University otherwise the tender shall not be considered and shall be rejected outright as the counter (Firm's own) terms and conditions are not accepted in any case. Tenderers should read these terms and conditions carefully and comply strictly while submitting their tenders. If a tenderer has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in these documents, he should refer these to the COMPTROLLER, AND OBTAIN CLARIFICATIONS before submitting the tender the decision of the COMPTROLLER regarding the interpretation of the conditions and specifications etc. shall be final and binding on the tenderers.
2. TWO SETS OF THIS TENDER-FORM CONTAINING THE FOLLOWING ENCLOSURES ARE BEING SENT:-
  1. Tender Notice NO: MLSU/TEN/AQ/Lif.W.Paper/2019-20/537 dt. 16. 10.2019 2
  2. Terms and conditions of the tender. 3-5
  3. Form for quoting the rates and specifications 6-7

COMPTROLLER  
MLSU UDAIPUR

### **DETAILS ABOUT THE TENDER** (To be filled in by the tenderer)

1. Name & complete address of the tenderer: -----
2. Earnest Money of Rs. 4,000/- & Rs. 15000/- -----  
Deposited in form of Bank Draft/Pay Order No. ....and  
Date.....(FDR'S & CHEQUES ARE NOT ACCEPTABLE IN ANY CASE)
3. No Previous EMD will be accepted against this Tender.

### **DECLARATION**

I/We declare that I/We have read all the General, Special Terms & conditions and Specifications of all the aforesaid documents of the University and I/We agree to confirms to these.

SIGNATURE OF THE TENDERER  
WITH HIS FIRM'S RUBBER STAMP



# मोहनलाल सुखाड़िया विश्वविद्यालय :उदयपुर

कमांक: निविदा/रद्दी/AQ/2019-20/537

दिनांक: 16.10.2019

## “निविदा – सूचना”

विभिन्न प्रकार की रद्दी (Wastepaper) विश्वविद्यालय की समस्त ईकाईयों से विक्रय हेतु मोहरबन्द निविदाएं दिनांक 01.11.2019 को दोपहर 3:00 बजे तक आमंत्रित की जाती है। प्राप्त निविदाएं उसी दिन दोपहर 3:30 बजे उपस्थित निविदादाता या उनके प्रतिनिधि के समक्ष खोली जावेगी। निविदा की प्रति तथा नियम एवं शर्तें वि०वि० की website [www.mlsu.ac.in](http://www.mlsu.ac.in) से डाउनलोड की जा सकती है, जिसक साथ निविदा शुल्क का ड्राफ्ट लगाना आवश्यक होगा।

UBN No. SUU1920WSOB00047

विवरण	अनुमानित लागत (रूपया)	बयाना राशि (रूपया)	निविदा प्रपत्र शुल्क (रूपया) जीएसटी सहित
(1) विविध प्रकार की रद्दी जैसे समाचार पत्र-पत्रिकाएं, काम आया हुआ प्रिण्टेड पेपर/पुराने प्रोस्पेक्ट्स, व्यर्थ कागजात, कार्ड बोर्ड, लिफाफे एवं सेलेबसेज आदि।	2,00,000 / –	4,000 / –	590 / –
(2) काम आयी हुई उत्तर पुस्तिकाएं	7,50,000 / –	15,000 / –	1180 / –

वित्त नियन्त्रक



## MOHANLAL SUKHADIA UNIVERSITY: UDAIPUR:

SPECIAL TERMS AND CONDITIONS OF THE TENDER CODE NO: **AQ/2019-20** FOR LIFTING OF WASTE PAPERS IN REFERENCE TO TENDER NOTICE NO:MLSU/TEN/AQ/Lif.W.Paper/2019-20/ 537 DATED: 16.10.2019

1. Tenders should be sent to the Comptroller, M.L.S.UNIVERSITY, Udaipur under a Registered A.D. cover in a double envelop duly sealed and marked **TENDER FOR LIFTING OF WASTE PAPERS TENDER CODE NO: AQ/2019-20 DUE ON 01.11.2019 at 3.00 P.M.** as to reach this office before the due date and time. If tenders are delivered by hand a receipt should be obtained. Any tender received after due date and time shall not be considered.
2. The tenders will be opened on the same i.e. day on 01.11.2019 at **3.30 PM.** by the members of the Committee appointed for this purpose by the Comptroller, Mohanlal Sukhadia University, Udaipur (Rajasthan).
3. The tender must be accompanied by an Earnest Money of Rs. **4,000/-** & **Rs.15,000/-** as demanded In the tender notice (Enclosed) failing which it will not be considered and rejected outright.
4. If the tenderer resiles from offer or new his own offers (counter) terms and Conditions after opening of the tenders his Earnest Money is liable to be forfeited.
5. This contract will be valid for the period ending on ----- however it can be extended further on mutual agreement.
6. The Comptroller, M.L.S. University, Udaipur reserves the right to accept any Tender not necessarily the highest, reject any tender without assigning any reason and accept any tender for all or any one or more items for which tender has been given.
7. It is made clear that the tender must be submitted accurately in accordance with the conditions of the tender and that necessary documents must invariable be enclosed as demanded. In the event of non-submission of these essential documents the tender shall not be considered and shall be treated as rejected without giving any reasons.

8. The tenderers should not quote their own (means) counter conditions while submitting the tender. Any counter conditions or counter proposals submitted by the tenderers will not be considered at all. If a tenderer imposes conditions mentioned herein his tender is liable to summary rejection. The firms intending to get their counter or extra conditions should not submit the tender and when once the tender is submitted it will be construed that the tenderer agree to all the terms and conditions of the tender form.
9. Rates must be quoted ex-stores/ office of any of the University Units situated in Udaipur only.
10. The delivery of waste papers will be given at the stores of the respective unit of the University hence the tenderer will have to make his own arrangements for packing the material its lifting and applicable charges if any.
11. The material will be lifted only on cash payment and the contractor himself will make the arrangements of weightment by providing weighing scales and labourers etc. at his own cost in presence of the weightment committee.
12. The order will be placed with the approved tenderer by the concerning officers by the University Units. The ordered materials (WASTE PAPERS) will have to be lifted within **two week** from the date of placing the order the 'URGENT MARKED ORDERS' will have to be executed immediately within the period as mentioned in the order(s), validity of the order will be **two weeks** except otherwise mentioned/intimated. Validity of the order can also be extended by the concerning Officer, on expiry of the validity of the order, the concerning Unit may make/made, 'RISK ARRANGEMENT' from the other firms and difference received so far any pertinent amount will be recovered from the Earnest Money/Security Deposit of the defaulting tenderer **may be forfeited** and any other action against the defaulting tenderer will also be taken by the University on receipt of the complaint letter(s) from any Officer(s) i.e. Direct Demanding Officer(s) of any of the University constituent Unit (s).
13. The contract for the lifting of waste papers can be repudiated at any time by the Comptroller if the deliveries are not taken to his satisfaction after giving an opportunity to the contractor of being heard and the complaint of the repudiation shall be recorded by the Comptroller. Legal proceeding, if any arising on his tender shall have to be lodged in the courts situated in Udaipur and not elsewhere.

14. The used Answer Books /Examination Materials will be Sent to the Paper Mills directly and SECRECY of the University will not be leaked-out and to that effect and undertaking will have to be given in writing by the approved tendered prior to its sale otherwise the title covers will also be retained by the concerning unit of the UNIVERSITY and these will be born as usual. As far as concerned old question paper item No. 1 D these may be sent direct to the paper mill and not sold in the market.
15. In case the rate quoted by all the tenderers are very low or do not suit to the University negotiation can be conducted for increasing the quoted rates.
16. The GST 5% or applicable rate shall be paid by the firm and submit the copy of challan to undersigned.
17. The value of quantity of waste paper is estimated, which can be increase or decrease.
18. Bidder shall have to submit PAN Number of the firm and Aadhar Card of the proprietor.
19. **The Successful tenderers will have to submit an Agreement bond on Non –judicial Stamp paper of Rs. 500/- along with DD of performance security of Rs. 10,000/- and 37,500/- respectively in favour of Comptroller, MLSU, Udaipur.**
20. Rates must be quoted in form of tender rates only. Rates may not quote like open bid type rates. Open bid type rates will not be considered.
21. Successful bidder shall liable to bear any type of taxes and expenditure for lifting the waste paper, if any.
22. Provisions of Rajasthan Transparency in Public Procurement Act 2012 & 2013 Govt. of Rajasthan and shall also be applicable GF&AR.

COMPTROLLER  
MLSU UDAIPUR

**ACCEPTANCE OF THE TENDERER:**

I/ We declare that I / We have read all the above mentioned Special Terms and conditions of the tender and that I/ We agree to confirm to these.

DATED

SIGNATURE OF THE TENDERER  
WITH HIS FIRM'S RUBBER STAMP.

**MOHANLAL SUKHADIA UNIVERSITY: UDAIPUR****TENDER -- FORM**

**THE COMPTROLLER,  
M.L. SUKHADIA UNIVERSITY,  
UDAIPUR (RAJ.)**

Sub:- TENDER FOR LIFTING OF WASTE PAPERS UNDER TENDER CODE NO AS/2019-20

Ref:- Your Tender Notice No. MLSU/TEN/AQ/Lif.W.Paper/2019-20/537 dt.16.10.2019

Sir,

In response to the above referred Tender Notice, We are submitting our offer for Lifting of Waste Papers under Tender Code No. AQ/2019-20 the details are as under:-

1. Name of the Tenderer \_\_\_\_\_
2. a) Permanent Address of the Tenderer \_\_\_\_\_  
\_\_\_\_\_
- b) Phone No: /Mob.No./E-mail ID \_\_\_\_\_ Fax No. \_\_\_\_\_
- c) Earnest Money (Pay order /DD No. ) \_\_\_\_\_

3. The rates for Lifting of Waste Papers are as under :-

S.No.	Particulars including with	Rates per Quintal (GST extra as applicable)
-------	----------------------------	--

**(1) Different type of Waste Papers**

- |  |       |
|--|-------|
| A. News Paper  | _____ |
| B. Weekly Magazines and those Monthly Magazines whose size is equivalent To weekly Magazines.    | _____ |
| C. Monthly Magazines and those Magazines Whose size is lower than the sizes of Weekly Magazines. | _____ |
| D. Old Question Papers.(with packing cover)  | _____ |
| E. Old Prospectuses etc.   | _____ |
| F. All types of old office records weeded.   | _____ |
| G. Sweeping including paper and Card Board Pieces, Envelopes with seal of sealing wax/used       | _____ |

old pieces of Taped/cloth Envelopes etc.  
(All kind of Misc. material) .

- (2) **Used Answer-Books of various Examinations for details:- Please see clause No. 14 of SPECIAL Terms and conditions of this Tender Form.**

4. The Bank Draft/ Pay Order No \_\_\_\_\_ dated \_\_\_\_\_ Drawn on \_\_\_\_\_ me of Bank) for Rs. \_\_\_\_\_ to cover Earnest Money is enclosed.
5. The Waste Papers etc. will be lifted within a period of 30 days from the date of work order or as per the directions of the COMPTROLLER, MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR.
6. GST will be paid by the firm.
7. We agree to abide by the all terms and conditions, Specifications etc. of the Tender document of all the pages of which have been signed by us as token of our acceptance.
8. The rates quoted above are valid upto ----- The period can be extended with mutual consent.

SIGNATURE OF THE TENDERER  
DULY SEALED

Name \_\_\_\_\_

Designation \_\_\_\_\_

**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) Filling an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 authorised representative.

#### **(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

#### **(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or second Appellate authority, as the case may be, shall :-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal 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 twenty percent, of the quantity specified in the Bidding Document. it shall be without any change in the unit prices or other terms and conditions 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 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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