PRESCRIBED TENDER FORM

NOTE:
Tender must be submitted strictly in accordance to all terms and conditions of the tender-notice, tender form of the university, otherwise the tender shall not be considered and shall be rejected out-right as the counter (firm’s own) terms and conditions are not accepted in any case. Tenderers should read these terms and conditions very 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 those documents, he should before submitting the tender, refer these to the Director, Informatics and Computational Sciences and obtain clarification. The decision of the Director, Informatics and Computational Sciences, M.L. Sukhadia University, Udaipur regarding the interpretation of the conditions and specifications shall be final and binding on these tenders.

TWO SETS OF THIS TENDER FORM CONTAINING THE FOLLOWING ENCLOSURES ARE BEING SENT:

<table>
<thead>
<tr>
<th>Page No</th>
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<td>1</td>
<td>Tender Notice</td>
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<td>Checklist to be filled by Tenderer</td>
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<td>Terms and conditions of the Tender</td>
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Please retain one set for your record and submit one complete set duly filled in signed and stamped along with earnest money remittance documents.

Encl. As above

DETAILS ABOUT THE TENDERER:
(To be filled in by the tenderer)

1. Name and complete address of the tenderer

2. Earnest money of Rs.______ deposited in the form of Bank Draft/Pay order (in the name of Director, Informatics and Computational Sciences, M.L. Sukhadia University)

CHEQUES/F.D.R are not acceptable in any case.

DECLARATION

I/We hereby declare that I/We have read all the General, Special Terms and conditions and specifications of the tender items of the University and I/We agree to confirm to these.

SIGNATURE OF THE TENDERER
WITH HIS FIRM’S RUBBER STAMP
TENDER NOTICE
Phy/CS/BCA/2011/150  17-01-2011

Sealed tenders are invited on or before 30/1/2011, 3.00PM for providing services of following on contract from (a) Software Developers to provide experienced software professionals to train students in programming languages, software development projects/Developing software for the university etc. (b) Language Lab Software developers for providing Licensed Language Lab Software and running the lab. Initially offers are invited for period of the semester of the course and university may extend the contract for maximum three years as per conditions of the tender. Details are available on University web site www.mlsu.ac.in

<table>
<thead>
<tr>
<th>Sno</th>
<th>Services</th>
<th>Qty</th>
<th>App. Cost per semester (in Lakhs)</th>
<th>EMD (Rs)</th>
<th>Tender fee</th>
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<tr>
<td>1</td>
<td>Programmers</td>
<td>2</td>
<td>4.00</td>
<td>8000/-</td>
<td>100/-</td>
</tr>
<tr>
<td>2</td>
<td>Programming Lab Assistants</td>
<td>02</td>
<td>1.00</td>
<td>2000/-</td>
<td>100/-</td>
</tr>
<tr>
<td>3</td>
<td>Language Lab Software Licensed (Linguaphone) with training of students</td>
<td>10 user</td>
<td>2.20</td>
<td>4400/-</td>
<td>100/-</td>
</tr>
</tbody>
</table>

DIRECTOR
CHECK LIST & INFORMATION
(To be filled and Enclosed with the tender form failing which tender will be treated incomplete.)

INFORMATION/DOCUMENTS TO BE GIVEN BY THE TENDERER

1. EARNEST MONEY DEPOSIT : Rs ____________ Vide Bank Draft/Payorder No.____________ Bank______________ Dated:______ (Draft/Payorder must be in the name of Director, ITCS, M.L.Sukhadia University, Udaipur)

2. Registration No. as Software Developer: (Enclose certificate)

3. Corporate Identity Number (With proof)

4. Location of the registered office of the firm:

5. No. of Software Developers available with the firm:

6. Total number of staff working with the firm

Name and signature of the tenderer
MOHAN LAL SUKHADIA UNIVERSITY

GENERAL TERMS AND CONDITIONS OF TENDER

NOTE: Tenderers should read these conditions carefully and comply strictly while sending their tenders. If a tender has any doubt regarding the interpretation of any of the conditions or specification mentioned in the tender notice, he should before submitting the tender, refer these to the Director, Informatics and Computational Sciences, M.L.Sukhadia University, Udaipur and obtain clarification. The decision of the Director, Informatics and Computational Sciences regarding the interpretation of the conditions and specifications shall be final and binding on the tenderer.

1. Definition
   (i) The term 'the contract' shall mean the invitation to the tender the instructions to the tenderers the tender acceptance of tender hereinafter defined and those general conditions and special condition that may be added.

   (ii) The term the contractor shall mean the person, firm or company with whom the order for supply is placed. In the case of the person, it shall be deemed to include his successors, heir and legal representatives where the context so admits.

   (iii) The term delivery shall mean delivery by the dates and the places specified in the tender form and/or order/issued after the acceptance letter from time to time of stores which are acceptable by the Indenting officer/the Director, Informatics and Computational Sciences/or the central stores purchase committee of the university and not the submission of stores which are not to the required standard.

   (iv) The term Central Stores Purchase Committee shall mean the Sores Purchase Committee by the M.L.Sukhadia University.

2. The tenders should be sent to Director, Informatics and Computational Sciences, M.L.Sukhadia University Udaipur under a registered A.D. cover in a double envelope, duly sealed and marked the item name of the Tender, Tender Code no., Due date so as to reach him before the due date and time. If tenders are delivered by hand, a receipt should be obtained. Any tender received after the due date and time shall not be considered.

The tenders will be opened on the date and time mentioned in the tender notice before the members of a committee appointed for this purpose by the Director, Informatics and Computational Sciences, M.L.Sukhadia University Udaipur in the office of the Director, Informatics and Computational Sciences.
Tenders are at liberty to be present or authorise not more than one representative to be present at the time of opening on the above mentioned date and time.

3. No dealer who is not registered under the sales tax act prevalent in the state where his business is located may be eligible to tender. The sales tax registration number should be quoted and sales tax clearance certificate from the commercial/sales tax officer of the circle concerned should be submitted without which tender is liable to rejection.

4. Tender will have to submit invariably an income tax clearance certificate from the income tax officer of the circle concerned along with which the tender is liable to rejection.

5. The tender should be filled in ink or type. No tender, filled in pencil shall be considered.

6. (i) Rates must be written both in words and figures. There should no alterations or overwriting in the tender and information given in the tender should be unambiguous language. Where any alteration is made, it should be made clearly and should be dated and initialed by the tenderer failing which such quotation must be ignored. No paper shall be detached from the tender form.

   (ii) Rates quoted must be F.O.R Railway station and should include all charges and taxes. Current rate of central/Rajasthan Sales Tax, Excise duty must be mentioned.

   (iii) The price charged for the stores supplied under the contract by the successful tenders shall in no event exceed the lowest price at which the successful tender shall in to no event exceed the lowest price at which the successful tenders the stores of identical description to any other person during the period of the contract.

   If any time during the period of contract the contractor reduces the sale price of such stores to any other person at a price lower than the price approved under the contract, he shall forthwith notify such reduction or sale to the Director, Informatics and Computational Sciences, M.L.Sukhadia University and the price payable under the contract for the stores supplied after the date of coming into force of such reduction in sale shall stand correspondingly reduced. The successful tenderer shall furnish certificate to the effect that the provision of this clause has been fully complied with in respect to supplies made or billed for up to the date of certificate. The successful tenderers shall furnish this certificate to the Director, Informatics and Computational Sciences. M.L.Sukhadia University at the beginning and in every six month thereafter during the currency of the contract and at the end of the contract period that they had complied with this clause of the conditions.

7. The tender is not expected to quote for more than one quality where the specification are fairly clear and not more than two in any case. If any tender will quote for more than two qualities, his rates may not be considered at all in respect of those items.

8. (i) Tenders shall be valid for a period of six months from the date of opening of the tenders for the purpose of communicating the acceptance of tender

   (ii) After a tender has been accepted, the rates shall remain valid throughout the period for which tenders are invited.
9. (i) Tenders hereby explicitly warned that individual signing the tender must specify as follows: -
   (a) Whether signing as *Sole Proprietor of the firm*.
   (b) Whether signing as a *Registered active partner of the firm*.
   (c) Whether signing for the firm, i.e. *per procurationem*.

   (d) In the case of Companies and Registered firms whether signing as Secretary, Manager, Partner, Director, etc. and how individuals so signing are authorised to do so. A copy of the document under which such authority is given should be submitted with the tender, if a copy has not already been sent to the Director, Informatics and Computational Sciences, M.L. Sukhadia University, Udaipur.

(ii) Tenderer should sign the tender from at the end of the first and last pages as a token of his acceptance of all the terms and conditions of the tender. He should also sign at each page of the tender on which rates quoted.

(iii) If the tenderer resiles from his offers new terms after opening of the tender, his earnest money is liable to be forfeited.

(iv) The submission of more than one tender for the one and same category and under different names is prohibited. Should if any time be discovered that this condition has been violated, all the tenders should be rejected or contract(s) cancelled the earnest money or security deposit(s) forfeited to the University.

10. The tender must be accompanied by an Earnest Money as demanded in the NIT without which it will not be considered and rejected outright. The earnest money should be remitted in any one of the following forms:

(i) Deposit Receipt of the recognised banks, which should be made in the name of 
    Director, Informatics and Computational Sciences M.L. Sukhadia University, Udaipur.

(ii) Bank Drafts, of any scheduled bank in the name of Director, Informatics and Computational Sciences, MLSU.

(iii) Cheque and FDR are not acceptable in any case.

N.B (a) It is emphasized that no tender will be considered without earnest money and if it is not in the form specified above. Request for adjustment of previous security/earnest money or deduction of amount form the earnest money from pending bills will not be considered.

(b) the earnest money will be refunded to an unsuccessful tenderer after final acceptance of the tender for these firms, whose tenders are accepted. Earnest money will be retained as security for the full period of contract and it will be refunded within six months after the expiry of contract, provided there is no complaint from any of the purchasing officers.

11. Successful tenderers will have to execute an agreement in the prescribed form with the Director, Informatics and Computational Sciences, on a non-judicial stamp paper of Rs.100/- which will be purchased by the contractor in his name and on his own cost, within period specified in the letter from the date on which the acceptance of the tender is communicated to him.
12. The contractor will be held responsible for goods being sufficiently and properly packed for transport by rail or road transport so as to ensure their being free from loss and breakage till the delivery of goods at the stores of the purchasing officer. All packing cases, containers and other allied material shall be supplied free of cost by the contractor and the same will not be returned to him. If he so desires, the contractor may insure valuable goods and loss or damage, breakage, leakage or shortage discovered at the destination by the consignee, the contractor shall be liable to make the same good at his own cost. The contractor may keep or depute any of his representatives to watch any damage or loss discovered at the destination to verify the same if he so likes for his satisfaction.

13. The successful tender shall not assign or sublet the contract or any part thereof to any other party.

14. (i) two sets of the sample of items of the various categories of tenders, where samples are required should be submitted on or before the due date and time receipt of the tender along with separate challan in triplicate in the proforma mentioned below, in the office of the Director, Informatics and Computational Sciences, M.L.Sukhadia University, Udaipur. Without samples the tender will not be considered for such items. The plea that any samples made in the past be considered as samples will not be accepted. Only samples received with the tender will be considered. The samples sent should be in the same quantity as asked for.

FORM OF CHALLAN FOR SAMPLES

Name and address of firm--------------------------------------------------------------------------------------
-----------------------------------------------------------------------------------------------------------------
Item no.                  Brief description                          quality                      Number of sample
of the sample No.                   or samples                      samples submitted
against each quality
-----------------------------------------------------------------------------------------------------------------
(ii).Samples must be submitted fully sealed and should bear lable with the particulars as mentioned below :

(a) Name and full address of the firm.
(b) Item number,tender notice no,tender code and due date of the tender,
(c) Brief description of the sample and rate.

(iii) Sample without challans in triplicate will not be accepted.

(iv) Outside firms are requested to send packing note in duplicate along with the sample railway parcel should be sent as fully paid home delivery parcel, s o that the sample are received in the office of the Director, Informatics and Computational Sciences M.L.Sukhadia University Udaipur on or before the due date of receipt of tender otherwise the consignee is in no way responsible for getting the parcels from the railway premises.
(v) In case of sample sent by railway parcel the R.R. should be posted by registered post to the Director, Informatics and Computational Sciences, M.L. Sukhadia University, Udaipur and not enclosed with the tender documents.

(vi) Approved samples will be retained by the Director, Informatics and Computational Sciences free of cost up to the period of six months after the expiry of the contract. The Director, Informatics and Computational Sciences shall not be responsible for any damage, wear and tear or loss during testing, examination etc. during the period these samples are retained the samples shall be collected by the contractor on the expiry of stipulated period. The Director, Informatics and Computational Sciences shall in no way make arrangements to return the samples thereafter by railway or other mode of such transport even if the contractor agrees to pay the cost of such transportation. The samples uncollected within 9 months after the expiry of period of contract shall be forfeited to the university and no claim for their cost etc. shall be entertained. However, in case of samples which are to be retained for purpose of comparison payment will be made after deducting 25% from the value of each sample his payment will be made only for those samples which are retained purposefully after expiry of period of contract as will as time allowed for their withdrawals.

(vii) Unapproved samples shall be collected by the tenderer if any to the extent samples are not destroyed or consumed during testing and examination. The Director, Informatics and Computational Sciences shall in no way make arrangement to return the samples thereafter by railway or other mode of transport.

(viii) Sample should be strictly according to the specification given in the tender form otherwise they will not be considered.

(ix) No change in marking on sample will be allows after the submission of the sample.

15. (i) All goods must be sent freight paid. If goods are sent freight together with a penalty of 10% of the freight will be recovered from the supplier's bills.

(ii) RRs or GRS should be sent under a Registered cover. No RR or GR will be accepted if it is sent by V.P.P or through bank.

(iii) Each bale or package shall contain a packing note quoting the acceptance order or supply order No, date and showing its contents in detail.

(iv) Payment for the supply shall be due and payable by the purchasing officer to whom supply is made when the goods is delivered strictly in accordance of the supply ordered and when the goods is found to the standard required or tallys with the sample.

(v) All the goods supplied shall be of the best quality to the specification, trade mark laid down for them and in strict accordance and equal to the approved standard samples and in case of any material of which there are no standard approved samples shall be of the very best quality and description obtainable in India. The decision of the Purchasing officer, the Central Stores Purchase Committee of the university shall be final as the standard quality of goods and binding upon the tenders and in case any of the articles supplied not being approved they shall be liable to be rejected and any expense or loss caused to supplier as a result of rejection of supplies, shall be entirely on contractor's account.
(vi) The rejected articles must be removed by the tender from the destination where they lie within 30 days from the date of rejection notice. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to it while it is on their premises.

16.(i) The material ordered will have to be supplied with in normally six weeks for General equipments, one month for the Computer & accessories, Electronic items etc. from the date of placing the order.

(ii) the material will have to be delivered at the University Stores Premises in case of local dealers

(iii) The Purchasing officer on the request of contractor may at his discretion allow extension of time for the period which he considers proper or refuse.

(iv) The supply of an order marked URGENT will be started immediately and will be completed in fully by the contractor within 15 days from the date of issue of order.

(v) In case the supply is not made according to the order in full within the period mentioned in the order the earnest money will be forfeited.

(vi) When the tenderer is unable to complete the supply within either the specified or extended period the purchasing officer shall be entitled to purchase the goods from elsewhere without notice to the tenderer but on his (i.e. tenderer's) account and risk, the goods or any part thereof which the tenderer has failed to supply, or if not available the best and nearest available substitute thereof or to cancel the contract and the tenderer shall be liable to pay for any loss or damage which the purchasing officer may sustain by reason or such failure on the part of tenderer. But the tenderer shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sums accruing to the tenderer under this or any other contract within the university. If recovery is not possible from the bill and tenderer fails to pay the loss or damage within one month of the demand, the recovery shall be made under the Rajasthan Public Demand Recovery Act, 1952 or any other law for the time being in force.

While making the risk purchasing the purchasing officer may exercise his own discretion and if possible resort to limited tender system issuing short term notice irrespective of the valuation of the tender. In all cases, where order are cancelled due to non supply of goods, it will be treated as a breach of the contract and the purchasing officer shall take action accordingly.

Note: It is clarified that purchasing officer may resort to risk purchase without granting any extension as provided in condition no.16(iv)

(vii) When the contractor is unable to complete the supply within the specified or extended period, the Director, Informatics and Computational Sciences shall be entitled to forfeit the earnest money/security money in full or any part as he may deem fit, if no risk purchase have been made as provided above.
When the earnest money/security money in full part is proposed to be forfeited, a show cause notice will be given to the contractor to show cause within 10 days for not making the supplies in time and why the earnest money/security money in full or in part set should not be forfeited.

17.(i) The quantities for the various items in the tender are approximate and the subject to variation. The supplies will have to be made according to requirements as and when orders are placed throughout the contract period.

(ii) If order are placed in excess of the quantities shown in the tender form, the contractor will be bound to meet the required excess supply upto 25% of the tendered quantity besides that notified in the tender, on the same rates and conditions. If the contractor fails to do so the purchasing officer shall be free to arrange for the balance supply by re-tender or otherwise and the extra cost incurred, shall be recoverable from the defaulting contractor. If the contractor fails to pay it within one month of the demand, the recovery shall be made under the Rajasthan Public Demand Recovery Act., 1952 or any other law for the time being in force.

(iii) If the purchases of the items approved are not made at all or purchases are made less than the quantity indicate in the tender the will not be entitled to any claim or compensation whatsoever on his account.

18.(i) All articles supplied shall strictly conform to the specification laid down in the tender form. The supply of articles marked with asterisk of words "SAMPLE REQUIRED"are mentioned, shall in addition conform to approved samples. The decision of the purchasing officer/Director, Informatics and Computational Sciences/central stores purchase committee whether the articles supplied confirm to the specification and are in accordance with the samples if any,shall be final and binding on the contractor.

(ii) If even a small percentage of samples or one unit of the same drawn at random from bulk/supplied fails to confirm to the standard of the tendered sample, the entire supply is liable to be rejected and no excuse whatsoever that manufacturing difficulties, raw materials etc. were responsible for deviation in quality will be entertained on any account from the contractor.

(iii) If the goods or articles fail in comparison with the samples or in the test they will be rejected and will have to be replaced by the contractor at his own cost within the prescribed limit.

(iv) If, however, due to exigencies of university works, such replacement either in whole or in part, is not considered feasible, the Director, Informatics and Computational Sciences or the purchasing officer after giving an opportunity to the contractor of being heard shall for reasons to be recorded in writing deduct suitable amount from the bill of supply. The deduction so made will be final.

(v) Articles which are prima facie defective or not in accordance with the accepted tendered sample shall not be stores in the respective university stores and if kept they shall be at the risk and responsibility of the contractor. The rejected articles must be removed by the contractor within 30 days of the date of receipt of information of rejection after which purchasing officer or the Director, Informatics and Computational Sciences shall have the right to dispose off such articles as they think fit at the contractor's risk and on his account. The purchasing officer shall have also the right to charge rent for storage of such
rejected articles from the contractor at the rate to be fixed by him. His decision regarding rent will be final.

(vi) The contractor for the supply can be repudiated at any time by the Director, Informatics and Computational Sciences, if the supplies are not made to his satisfaction after giving an opportunity to the contractor of being heard and the reason of repudiation shall be recorded by the Director, Informatics and Computational Sciences.

19. Any increase in excise duty or other similar tax if imposed by the central or state government after due date of tender will be paid extra. Similarly any reduction in them after the due date will be paid less to the contractor.

20. Remittance charges on payment made to the firms will be borne by the firms or the contractor.

21. Tenderers are requested to send with their tenders printed descriptive literature, catalogue, photo literature of the articles if any for convincing about the quality and usage of the articles but direct/indirect canvassing on the part of tenderers or their representatives after the submission of the tender shall disqualify their tenders.

22. The Director, Informatics and Computational Sciences reserves the right to accept any tender not necessary to lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items or the articles for which tender has been given.

23. It is made clear that tender must be submitted accurately in accordance with the condition of the tender and the necessary documents must be invariably be enclosed where demanded. In the event of non-submission of these essential documents, the tender shall not be considered and shall be treated as rejected without notice or any reference.

The following documents when furnished must hold good for the entire period of the tender, failing which these will be considered as invalid documents:-

(a) Documents to prove the capacity of the tenderer as: manager/proprietor/partner/managing partner/director/secretary/sole distributor/manufacture.
(b) Documents to prove the tender as registered with the director general of supplies & disposals, new Delhi or national small scale industries corporation.
(c) Sales tax & income tax clearance certificates.

All documents be submitted in original or copies of the original documents can be acceptable only if these are attested by the "notary public"or govt."gazetted officers." Self attested or unattested copies of such documents will not be considered valid.

24. The tenderer should not quote their own conditions while submitting the tenders. Any counter condition or counter proposals submitted by the tenderer will not be considered at all. If the tenderer imposes condition which are in addition to or in conflicting with the conditions mentioned herein, his tender is liable to summary rejection. The firms intending to get their counter or extra conditions accepted should not submit tender at all. In other words, the firm who agrees to the contents of all the conditions of the tender, need to submit the tender and when once the tender is submitted it will be considered that the tenderer agrees to all the terms and the conditions of the tender.
25. Legal proceedings, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.

26. Tenderers are expected to satisfy themselves that they will be able to supply the articles tendered by them in full all circumstances, if their tenders will be accepted. No plea that the manufacturer has either stopped the manufacturing or has increased the prices or that the items is not being imported due to certain difficulties, will be considered as successful tenderes will be bound to supply the ordered articles in all circumstances and on the approved rates only.

27. Tender must be submitted on the appropriate tender forms only which can be obtained from the Director, Informatics and Computational Sciences, M.L.Sukhadia University, Udaipur on payment as specified in the NIT. The cost of tender forms will not be returned in any case. The whole set of tender form should be submitted after quoting the prices of each items in the space provided. No items should be left blank, if the tenderer does not wish quote for some items, words :NO QUOTATION"against such items should be mentioned. Tenderer should keep one copy of the tender form, out of the two supplied to him as his office copy.

28. Where a particular make or size is started in the tender form no alternative should be suggested will be ignored and the tenderer shall be assumed to have quoted for the items and their specification mentioned in the tender form.

29. Separate covering letter or communication should be sent for separate category of the tenders and tenders should be submitted seperately for each category. Tenders received in mixed with more than one category may not be considered.

30. The decision of the Director, Informatics and Computational Sciences, M.L.Sukhadia University, Udaipur in all matters to the tender will be final and binding upon the tenderers.

31. No, sooner the tenderers are informed of the acceptance of the tender than the approved contractors shall have to deposit the security money at the rate of 5% of the total value of the quality of the articles mentioned in the tender. No extra amount of security money shall be demanded from the contractors for such approved articles exceeding Rs.50,000/-. The earnest money deposited at the time of submission of tender will be automatically converted into security money and if the amount of security is more than the earnest money deposited than the remaining amount of security money will have to be remitted by the contractor. Similarly if the amount of security money comes less then the earnest money deposited, then the required security money be kept and the rest may be refunded.

32. The tenderer shall on intimation of acceptance of the tender form the Director, Informatics and Computational Sciences, M.L.Sukhadia University, Udaipur shall submit an agreement bond on non-judicial stamp of Rs.100/- for prompt supplies, within period specified in the letter and also deposit the amount of security money if required in terms and condition No.31 along with the agreement bond failing which the earnest money deposited with the tender will be forfeited.

I/We certify that I/We have read the general terms and conditions of the tender and that I/We agree to confirm to these.
I/We certify that I/We have read the general terms and condition of the tender and that I/We agree to confirm to these.

SIGNATURE OF THE TENDERER WITH STAMP

MOHAN LAL SUKHADIA UNIVERSITY,UDAIPUR

SPECIAL TERMS AND CONDITIONS

1. Tender should be sent to the DIRECTOR, INFORMATICS AND COMPUTATIONAL SCIENCES M.L.SUKHADIA UNIVERSITY UDAIPUR-313 001 (RAJ.) under a Registered A.D. cover in a double cover envelope duly sealed and marked the item No., Item Name and Tender No. Due Date so as to reach this office on or before due date and time. Any tender received after due date and time shall not be considered. If tenders are delivered by hand a receipt should be obtained. Tenders will be opened on 30/06/2006 at 11.00AM by the members of a committee appointed for this purpose. Tenders without all the above documents will be rejected and no further communication will be entertained by the University.

2. In case the tenders are not received from sufficient number of firms upto the stipulated day and time, last date for receiving and opening the tenders can be extended by the University.

3. If the tenderer resiles from his offer or offers his own (Counter) new terms and conditions after opening of the tenders, his earnest money is liable to be forfeited.

4. The tendered rates must be valid for a period of six months from the date of opening the tender. If the rates quoted is not valid for the above period, tenderer should mention the same explicitly in their offer. However, in the event of downward trend in the rate, university reserve the right to negotiate the rate or reduce the validity of the rate.

5. The Director, Informatics and Computational Sciences, M.L.Sukhadia University, Udaipur reserve 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.

6. The successful tenderers shall be required to deposit an amount of security equal to 5% of the value of the order placed with them and execute an agreement with the University on a non-judicial stamp paper for supply, installation, maintenance, service as per tender rules. The Security deposit shall be refunded after six months of the expiry of the agreement contract subject to its successful completion to the satisfaction of the purchasing officer.

7. In case the rates quoted by all the tenderers are very high, or do not suit to the University, negotiation can be conducted with all qualified tenderers for reducing the quoted rates.

8. The contract can be repudiated at any time by the Director, Informatics and Computational Sciences, Mohan Lal Sukhadia University, Udaipur if the Purchase order is not executed in time and or to satisfaction after giving an opportunity to the contractor (tenderer) for being heard.
9. The tender must be submitted accurately 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 otherwise the tender will be rejected.

10. Legal proceedings if any arising on this tender shall have to be lodged in the courts situated in Udaipur and not elsewhere.

11. 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 summarily rejection. The firms intending any conditions shall not be considered in any case.

12. **RATES MUST BE QUOTED IN THE TENDER FORM ONLY.** Rates must be quoted against each item in the tender form. Tenderer should not quote the rates like open bid type. Rates quoted any place other than tender form will not be considered.

13. Rate must be quoted F.O.R destination. The Ordered material will have to be delivered at the purchaser's office/godown/store at the suppliers cost and arrangement.

14. Tenderer should mention clearly whether rates are inclusive or exclusive of all the sales tax. Tenderers are required to mention clearly the sales tax rate and excise duty rate and details in the tender form. If nothing is mention about this then it is presumed that the quoted rates are inclusive of all sales taxes, excise duties etc.

15. **EXCISE DUTY EXEMPTION:**

Since University is exempted from payment of Excise duty, Tenderer must quote rate without excise duty if an excise duty exempted rate is requested in the tender form. Present rate of excise duty also must be quoted. University will furnish following documents for excise duty exemption provided **the tenderer explicitly mention that the rate quoted is excise exempted**

(a) Copy of DSIR Certificate attested by Registrar
(b) Application for exemption from Excise duty signed by the Registrar

University shall place purchase orders for excise exempted rate directly to the manufacturer as required under excise exemption through the contractor. However, supply of the items within the time period shall be the responsibility of the contractor and no charges in the form of any additional taxes, transportation charges will be admissible. University will provide a Road permit exemption from Govt of Rajasthan and no other documents other than above will be provided. Payment of the orders placed through the contractor will be paid to the manufacturer unless and otherwise the manufacturer requests to the university to make payment to the contractor since they have already received payment from the contractor for the material supplied by them.

16. Electronic equipments like Desk Top Computers, Servers, Computer Accessories which are normally available in the market to be supplied within FOUR WEEKS from the date of placing the purchase order. But in case these items are marked for URGENT purchase, purchase order(s) will have to be executed immediately (Not exceeding 15 days for excise exempted rates and 10 days for non-excise exempted rates) within the period as mentioned in the order(s). Validity of the a normal order will be four weeks except otherwise mentioned/intimated. Validity of the
order can be extended by the purchaser(s). After expiry of the validity of the order the purchaser(s) may make risk purchase from the other supplier(s) at his risk and cost and difference paid so or any pertinent amount will be recovered from the earnest money of the defaulting supplier. Any other action against the defaulting supplier(s) will also be taken by the University on receipt of complaint letter from purchaser (i.e the D.D.O's).

17. If the tenderers fails to deliver the goods within the period specified in the purchase order, the purchase officer shall make following deducutions

(a) Delay upto 1/4\textsuperscript{th} of the time period of supply : 2.5%
(b) Delay 1/4\textsuperscript{th} and above but less than ½ of supply period: 5%
(c) Delay ½ and above but less than 3/4\textsuperscript{th} of the supply period: 7.5%
(d) Delay more than 3/4\textsuperscript{th} of the time period of supply : 10%

If the delay is more than 30 days from the period of supply mentioned in the order, department/purchasing officer may deduct amount after evaluating loss due to the delay.

17. In the case of excise exempted rates where Computers and equipments to be supplied from the factory, contractor is required to check with their factory to ensure the supplier/manufacturer is capable of arranging required number of computers within the stipulated period (15 days for orders marked urgent and 30 days for normal orders).

18. If the ITEMS supplied by the Tenderer fails during the warranty period, the supplier is required to repair/replace faulty devices or components. If the ITEMS show frequent failure and requires frequent repair during warranty period, the supplier is required to replace the system free of cost.

19. University will not accept any advance payment terms of the tenderer. University will prefer complete payment against satisfactory installation of the items. Purchase orders costing more than Rs 20,000/- will be normally countersigned by the Comptroller of the University.

20. Tenderers are required to quote only for products/equipments for which spare parts/maintenance service etc available in Indian market for a period of atleast 5 Years Computers & Accessories and for 10 years for other equipments.

21. All tenderers are required to fill the enclosed proforma for Technical and general information form and technical literatures of all item quoted. Tenderers are required to show the specifications mentioned in the tender form in their technical literature sheets by marking the relevent specifications.

22. Quantities mentioned in the tender form is based on requirements received from different departments/Units. Purchase orders will be released by these departments as per their requirement and payment for the same will be made by the DDO's concerned. Contractor will be required to make payment security deposit to the concerned DDO's and submit copy of all the purchase orders received by them to the Director, computer Centre against release of security deposit.

OFFERS WITHOUT MANUFACTURERS PRINTED TECHNICAL LITERATURE OR TECHNICAL LITERATURE CERTIFIED BY THE MANUFACTURER MAY BE REJECTED.
(a) ENCLOSE Product Catlog/Brouchure with Detailed Technical Specifications. If the technical specifications are not provided, the offer may be rejected.
(b) Mention Make & Model No. of the Product in the Tender form.
(c) The manufacturer of the Computer /Accessories must be a reputed firm. The firm must have a good network of dealers, maintenance centres/service centres all over the country. The manufacturer must have been in the business for during last five years and the manufacturer must be ISO Certified.
(d) Tenderer must have an authorised service centre facility

I/We hereby declare that I/We read carefully all the above mentioned SPECIAL TERMS AND CONDITIONS and I/We agree to these.

Dated:________

SIGNATURE OF THE TENDERER WITH FIRM'S RUBBER STAMP
all facilities, taxes, PF, insurance, medical, travel, housing etc. to be made to the programmer on contract stationed by the tenderer. No charges other than that quoted by the firm in the tender form shall be paid by the university.

Offers from tenderers satisfying following conditions need to submit their offer

1. A software Development company engaged in software development/training/placement in human resource development etc.

I: DETAILS OF SERVICES TO BE PROVIDED (PROGRAMMING LAB ASSISTANT (Jr. PROGRAMMER) ON CONTRACT

1. During Period of the contract, the firm should provide qualified and competent programming Lab Assistants at the level of Jr. Programmer for following work

   (a) To help faculty members to impart practical training of students in C, Database (MS ACCESS), Crystal Reports, Visual Basic etc.

   (b) The person stationed as Programming Lab Assistant must be present in the Lab from 10AM to 5PM daily on all working days. Class room

   (c) The person Stationed must carry out following work

      (i) Help students in programming work
      (j) Help teachers in conducting training
      (k) Maintain both hardware and software in the lab
      (l) Install softwares in computers
      (m) conduct practical examination, lab tutorials, training as per direction
II. QUALIFICATIONS:

The person stationed must have following qualifications and experience:

(i) First class M.Sc(IT) / M.Sc. Computer Science / MCA / BCA with one year experience or equivalent from a recognized University or PGDCA with Certification in any Programming / OS.

(ii) Must have programming capability in C language and MS Access

II. ASSESSMENT OF WORK BEFORE MAKING MONTHLY PAYMENT

1. Monthly/Semester wise attendance record
2. Monthly verification of the Personal Service Register of the person stationed
3. Monthly feedback from students

III. CONDITIONS FOR TERMINATION OF CONTRACT/REPLACEMENT OF PERSON/PENALTY ETC.

The course Director is free to terminate the contract/get replacement of the person stationed/impose penalty as per following

A: Termination of contract can be made under following cases

1. If the performance of the person stationed is found unsatisfactory/not up to the standard even after issuing three notices.
2. Person stationed engaged in any activities of indiscipline/ harassing students/staff, violating general ethics and moral expected from a trainer/teacher
3. Person not following formal Dress Codes
4. Refuses / Delays work assigned (only one warning notice will be issued)
5. Absent from duty without prior permission
6. Proceeds for leave for a period more than two working days without making arrangement to engage the period/work allotted. (No warning notice shall be issued. Attendance records will be taken as proof)
7. Fails to complete monthly hrs/ semester hrs allotted (no prior warning/notice will be issued)
8. Failure to improve performance even after issuing notice/warning letters
9. Unsatisfactory training report/ Feedback from more students of a class.
10. If found not performing duties checking/inspection by the Director/DEAN/Head etc.

11. Report of unsatisfactory performance/ recommendation for termination by a committee, if any, appointed to examine grievances by students/director/staff etc.

B: Penalty

1. The amount deposited as the performance guarantee by the contractor shall be forfeited against termination of the contract on grounds given under Termination III.A
2. Amount equivalent to two times hourly charges calculated on the basis of 25 working days in a month shall be deducted from monthly charges if the person fails to provide training for the specified number of hours allotted (ie 6hrs daily)
3. Any other penalty charges mutually agreed/ Decided by the Vice-Chancellor for other lapses

C: Replacement

1. Firm shall be required to provide a replacement to the person if the performance of the person posted as programming Lab Assistant is found not satisfactory.
2. Replacement shall be provided by the firm if the person stationed is unable to attend duty due to health problem or any other valid reasons

D: Extension of Contract

1. After completion of contract period of one semester, the contract will expire automatically.
2. If the performance of the person stationed is satisfactory, a new contract will be issued for next semester period provided the person has provided satisfactory services and requirement exists for next semester.

IV: PERFORMANCE GUARANTEE

1. The contractor shall be required to deposit 10% of the total charges or first months charges as performance guarantee
2. Performance Guarantee deposit will be refunded within one week from Completion of the satisfactory service by the firm at the end of the Semester.

V: Determination of the successful tenderer
1. The Programming Lab Assistant of the lowest tenderer will be required appear for personal Interview and demonstrate his/her competence to carry out the work

2. Resume of the programming Assistant of the firm along with copies of the certificates will be verified and must be as per qualifications/experience specified.

3. If the performance of the programming Lab Assistant is found not satisfactory, or his qualification and experiences are not as per specification, next lowest tenderer(s) shall be given the chance to prove their competency to provide a programming Lab Assistant and shall be tested as per procedure given above.

4. If the rate quoted by the tenderer is found unreasonable, committee will negotiate with the qualified tenderer.

VI: Other terms and conditions

1. Workorder to provide the programming Lab Assistant shall be issued to the successful tenderer and the person should be stationed within three days from the order.

2. The person stationed shall be assigned work initially for a period of one week and if found satisfactory as per feedback obtained from students, acceptance of the person will be issued to the firm else the firm shall be required to station another person and will be tested as per procedure given above by a committee appointed by the Director.

3. No charges shall be payable if the performance of the person stationed is found unsatisfactory and the EMD deposit made by the firm shall be forfeited and person from next lowest tenderer shall be hired.

4. The person stationed must give a certificate at the time of joining that he/she read all the terms and conditions given in this tender and agree to abide by the same.

VII. Payment of contract charges

1. Contractor shall be required to submit bill monthly along with a certificate of performance and Absentee statement verified by the Director to the office for payment.

2. Payment will be made within one week from the date of submission of the bill as per VII (1).
# TENDER FORM (PROGRAMMING LAB ASSISTANT (JR. PROGRAMMER) ON CONTRACT)

<table>
<thead>
<tr>
<th>Item</th>
<th>Item &amp; Specification</th>
<th>Total contract charges for one semester period (period of Six months) per person inclusive of all</th>
<th>Monthly charges inclusive of all charges as per tender per person</th>
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<tbody>
<tr>
<td>1</td>
<td>Programming Lab Assistant (Jr. Programmer on Contract with capability of programming in C, MS Access, Crystal reports, Visual Basic etc. Required to submit a resume of a qualified person to be stationed. (Quote rate per person only)</td>
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## CERTIFICATE

We have read all the terms and conditions of the tender and hereby agree to abide by the same.

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<th>Date</th>
<th>Signature</th>
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<th>Tel. Nos:</th>
<th>Name &amp; Address of the Firm</th>
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