

**OFFICE OF THE REGISTRAR, MAHARAJA SURAJMAL BRIJ UNIVERSITY, BHARATPUR**

**ONLINE INVITING TENDER NOTICE-02**

NIB No Exam / 2018/ 3627

Date 17-01-2018


Online Sealed Technical and Financial Bids in Single Stage in two bid cover are invited up to 4:30 PM of 02.02.2018 for procurement of 08 lac Answer Books for University Examination Centers. Estimated cost of work 50.00 Lacs, Details may be seen in the Bidding Document at the website of the State Public Procurement Portal <https://sppp.raj.nic.in> or <http://eproc.rajasthan.gov.in> and may be downloaded from there or obtained from our office on payment of Rs. 1,000/- in cash/ banker's cheque/demand draft.

**Times Schedule for submission of E -Tender :-**

Sr. No. of Tender	Time and Date for Sold/ Download online Tender	Time and Date for received/upload of online Tender	Time and Date for physically deposit the processing fees, Tender cost and earnest money	Time and Date for opening online technical bid
1.	18.01.2018 11:00 PM to 02.02.2018 04:30 PM	Up to 02.02.2018 04:30 PM	Up to 03.02.2018 01:00 PM	05.02.2018 12:00 PM (Noon)

NIB Code: BUB1718A0004

UBN : BUB1718GLOB00004

  
**Registrar,  
Maharaja Surajmal Brij University  
Bharatpur**

**Notice Inviting Bids**  
**(Format of NIB for Publication on State Public Procurement Portal)**

Office of the Registrar, Maharaja Surajmal Brij University, Bharatpur [Enter Complete Address of Office of the Procuring Entry with Tel No. 05644-220560, Fax No. 05644-220560 and E-mail Address – [brijuniversitybtp@gmail.com](mailto:brijuniversitybtp@gmail.com)

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**Instructions to bidders :-**

1. Demand Draft for processing fees of Rs. 1000/- shall be in favour of MD, RISL, Jaipur Separately.
2. Demand Draft for Tender Cost of Rs. 1000/- and Security/Earnest money of Rs. 1,00,000/- (2% of Estimated cost) in favour of Registrar, Maharaja Surajmal Brij University, Bharatpur Payable at Bharatpur.
3. Bidding document can be seen and downloaded from the website of state public Procurement Portal <http://sppp.raj.nic.in> or website of RISL [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
4. The procedure for submission of Bids including payment of price of Bidding documents, user charges/ processing fee, Bid Security. etc shall be as provided on the State Public Procurement Portal.
5. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
6. The Bidders shall have to submit a valid GST clearance certificate from the concerned Commercial Taxes Officer and the PAN issued by Income Tax Department.
7. The supply of answer books to different examination centers with paper including cover page from reputed required suppliers/contactors, who meet the minimum eligibility criteria as specified in this bidding document.

8. The complete bidding document has been published on the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for the purpose of downloading.
9. Bidders who wish to participate in this bidding process must register on [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in).
10. A Single Stage in two bid cover selection procedure shall be adopted.
11. Bidder (authorized signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD for Tender fees, RISL, Processing Fees and EMD should be submitted physically at the office of procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid cover.
12. Department will not be responsible for delay in online submission due to any reason, for this Bidders are requested to upload the complete bid well advance in time so as to avoid 11<sup>th</sup> hour issues like slow speed, choking of website due to heavy load or any other unforeseen problems.
13. Training for the bidders on the usage of e-Tendering System (e-procurement) is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL, Jaipur. For booking the training slot. The Help desk No. of RISL is 0141-4022688.
14. Department disclaim any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid – proposal.
15. The provisions of the Rajasthan Transparency in Public Procurement Act 2012 & The Rajasthan Transparency in Public Procurement Rules 2013 will also apply.

#### **BIDDING DOCUMENT**

16. **The Bidder is expected to examine all instructions, forms, terms and specification in the bidding documents.** Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of a bid. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein or if particulars asked for in the Forms/Proforma in the tender are not fully furnished.
17. SSI units partially exempted from the payment at Earnest money on the basis of registrations and undertaking on stamp paper as per the rules of the Department of Industries and shall pay earnest money @0.5% of the estimated value of the tender.

#### **EARNEST MONEY DEPOSIT (EMD)**

18. Bidders are required to submit Nationalized bank DD only (without interest) amounting to Rs. 1,00,000/- (Rupees One lac Only) valid for three months from the date of issue, as Earnest Money Deposit. This Demand Draft must be drawn in the name of The Registrar, Maharaja Surajmal Brij University, Bharatpur Payable at Bharatpur. Offers made without Earnest Money Deposit shall be rejected For SSI Units registered in Rajasthan partial exemption will be accorded as per the The Rajasthan Transparency in Public Procurements Rules 2013.
19. Unsuccessful Bidder's Earnest Money Deposit shall be discharged/returned within 30 days after the expiration of the period of Tender offer validity prescribed in this tender.
20. The successful Bidder's Earnest Money Deposited shall be adjusted against the Performance Security/Security Deposit.
21. The Earnest Money Deposit shall be forfeited and Bid shall be rejected.

- (a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or
- (b) In case of a successful Bidder, if a Bidder fails:
  - (i) To sign the contract form in accordance with the terms and conditions.
  - (ii) To furnish performance security/security deposit as specified in this tender.
  - (iii) To execute the agreement if any, within time.
  - (iv) To execute the supply/work order, within time prescribed.

## **22. TECHNICAL BID**

- (I) Technical BID Envelope shall contain the certified scanned copies of following documents
- (II) Sample of Copy with cover page should be submitted before opening the technical bid in University office (05” Sheets of 64 GSM creamwove paper with 80% brightness must be enclosed with the Tender along with name of Mill of paper.
- (III) The list of documents to be submitted for Technical offer is as follows: **(Check List)**
  - (1) Demand Draft of EMD, Tender cost, RISL Processing Fees and registration of SSI, if applicable for Bidders claiming Partial Exemption.**
  - (2) Tender Form and Undertaking**
    - (a) Tender offer form duly filled in.
    - (b) Self Declaration for unblemished record (Notarized Affidavit)
    - (c) Details of Bidder
  - (3) Registration Certificates and others**
    - (a) Sales GST Registration Certificate from concerned Government Department and sales GST Clearance Certificate from concerned Government Department as on 1<sup>st</sup> Oct, 2017.
    - (b) Central Excise Registration Certificate.
    - (c) Copy of the PAN Card.
    - (d) ISO 9001 certificate as per Tender Condition.
    - (e) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
    - (f) Copy of authorized letter for signing authority.
    - (g) Certificate from the central Excise Department stating that the mill produces paper from virgin pulp must be enclosed.
  - (4) Experience**
    - (a) Proof in support of having minimum of 3 years continuous experience of manufacturing and printing of answer books with cover to the Government/ Public Sector Organizations/Undertaking/Corporations, Banks, Universities/State level Board as on 1 April 2017. Work- orders along with Completion Certificates/Client’s Testimonial given by concerned organizations or whom work is done should be submitted.
    - (b) Proof in support of successfully executed manufacturing and printing answer books with cover with atleast three single order having value of minimum Rs. 50 Lacs each from single Government/Public Sector Organizations/ Undertaking/ Corporation, Banks, Universities/ State level Board in last 3 years as on 1 April, 2017.
  - (5) Financial & Infrastructure**
    - (a) Certificate from its C.A. stating that average turnover of the Bidder is more than Rs. 1.5 Crores for last three financial years as on 1 April, 2017.

(b) Copies of its audited financial statements for past three years.

(c) Supporting documents of Technical Infrastructure as required under point 3 of Eligibility criteria listed on page 17 must be enclosed.

23. The Technical offer (T.O.) shall be complete in all respect and contain all information asked for, except prices. It shall not contain any price information. The T.O. shall indicate whether all services asked are quoted for and that all requirement all the documents submitted along with Tender should be certified by the competent Authority all the requirements of the documents should be submitted along with tender certified by the competent authority.

24. **COMMERCIAL BID**

(1) The Commercial bid shall be on fixed price basis, inclusive of all taxes. There should be no hidden charges. Price quotation accompanied by vague and conditional expressions Such as “Subject to immediate acceptance”, “Subject to confirmation” etc shall be treated as being at variance & shall be liable for rejection.

(2) Tender will be liable for outright rejection if –

(1) **Any rates are disclosed in Technical Bid.**

(2) **Any discount/special offers are made in Technical Bid.**

(3) **Tender form shall be typed or filled in ink. Tender filled in with pencil shall not be considered. The Bidder shall sign the tender form on each page and at the end of tender document in token of acceptance of all the term and conditions of the tender.**

(3) **SIGNING OF BIDS**

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid attesting them.

25. No delay on account of any cause will be entertained.

26. Bids shall be valid for acceptance for a period of 90 days from the date of opening of Commercial Bid. In exceptional circumstances; the Tendering Authority may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

27. The Technical and Commercial Committee constituted by the Vice-Chancellor, Maharaja Surajmal Brij University, Bharatpur, shall evaluate the Tenders. The decision of the Committee in the evaluation of the Technical and commercial bids shall be final.

28. Bids shall be opened either in the presence of bidders or it’s duly authorized representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

29. During evaluation of bids, the tendering authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing.

30. The Tendering Authority may ask Bidder(s) for additional information visit Bidder’s site and/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

31. The Technical evaluation shall be done by an Expert Committee appointed by University.

32. Bids shall be evaluated on both technical and commercial criteria. The information furnished by the Bidders in the Technical Bid and presentation of the Bidder shall be the basis for technical evaluation.

33. **ACCEPTANCE OF BIDS :-** The Tendering Authority does not bind itself to accept the lowest or any other Tender. The Tendering Authority reserves the rights to accept any one Tender or reject all Tenders.

### **SCOPE OF WORK AND DETAILED TECHNICAL SPECIFICATIONS**

#### **Scope of the work**

34. Completion period of work will be 1.5 months from the date of work order
35. Approximate number of answer books will be around 8 Lacs (may increase or decrease).
36. The answer books are to be delivered at examination centers in two or more Installments as per the direction of the University. Approximate Examination Centre where the answer books are to be delivered is about 100 (may increase or decrease). These Examination centres are distributed in 2 Districts (namely, Bharatpur and Dholpur) of Rajasthan.
37. The size of the answer book will 8.5X10.5” with 64 GSM “A” Grade mill cream wove paper to be procured by the Bidder himself. Certificate of Central Excise for Paper being made by Mill using virgin pulp (not recycled) must be enclosed.
38. There will be 40 pages/20 pages (including Cover pages) in the answer book.
39. Front cover page will have one color printing and section with three perforation at designated place and the instructions to examiner and the candidates will be written on the back side of the front cover pages. However, both pages of the back cover page will remain blank.
40. The Answer book number will be printed on the Right hand side of the top most flap A.
41. Cover page of the answer books shall be as per the samples enclosed (Sample is indicative and features required for the must be incorporated in the final sample submitted by the firm.)
42. The cover pages will be machine thread stitched along the spine using good quality thread.
43. Bidder will be required to submit sample of the answer Book along with tender to prove their technical capability to undertake the work.
44. Pages of answer books must be of 64 GSM and 80% brightness cream wove paper with 1 inch margin line on left side. All inner pages will have 1 colour printing with University logo and micro text with page numbering.
45. The cover page design of Answer book should be amenable for automatic dummy number printing machine.

#### **Packing of Answer Book for Supply:**

46. Packing will have to be done HDPE Bags each containing 200 Answer Books.
47. Bags should be properly marked with name of the University, type of Answer Book, Serial Number of Answer Book and Bag No.
48. Copies of receipts received from the Centers indicating the serial Number of Answer Books/Bag No. Must be submitted along with the Bill.
49. The tender prices should cover three components viz Cost of Paper, printing and transportation to different place of Two District (Bharatpur and Dholpur) of Rajasthan mentioned above.
50. Terms & conditions contained in GF & AR Part- II and Rajasthan Transparency in public procurement act. 2012 and the Rajasthan Transparency in public procurement rules 2013 shall also apply.

### **51. PERIOD OF CONTRACT**

The contract shall be initially for a period of **one year** on case-to-case basis from the date of issuance of Letter of Award. However, the contract may be renewed further on the basis of performance of work provided that both parties agreed on mutual terms and conditions as specified in the contract.

52. The Bidder should have minimum of 3 years continuous experience of manufacturing and printing of answer books to the Government/Public Sector Organizations/ Undertaking/ Corporations.
53. The Bidder should have successfully executed manufacturing and printing of answer books with at least three single order having value of minimum Rs.50 Lacs from Government/Public Sector Organizations/Undertaking/Corporations, Banks, Universities/State level Board in last 3 financial years up to 31 march, 2017.
54. The Bidder should have GST Registration Certificate along with GST Clearance Certificate from concerned Government Department as on 1 Oct, 2017. The Bidder must be Registered Unit under Central Excise, a copy of registration Certificate of which is to be enclosed with the tender.
55. The Bidder should have deposited EMD Demand Draft of Rs. 1,00,000/- (Rupees One Lac) in favor of The Registrar, Maharaja Surajmal Brij University, Bharatpur Payable at Bharatpur. Partial exemption to SSI Bidders of Rajasthan will be accorded as per The Rajasthan Transparency in Public Procurement Rules, 2013.
56. The Bidder should have deposited cost of Tender document i.e. Demand Draft of Rs. 1000 (Rupees One Thousand) in favor of Registrar, Maharaja Surajmal Brij University, Bharatpur and RISL processing fees of rupees 1000/- in favour of MD RISL, Jaipur before specified time for this.
57. The Bidder should attach a list of customers/ Government/ Public Sector Organizations /Undertaking /Corporations, Banks, Universities/State level Board for whom they have done manufacturing and printing of answer books along with a certified copy of supply orders from the organizations for support of the same. Successful completion certificate is also required.
58. The bidder must have capacity to produce at least 5 lacs Answer books per month.
59. Certificate issued by the Central Excise department certifying the raw material of the paper being that of virgin pulp is to be enclosed with the Tender along with Samples of both types of Paper and Name of Paper Mill.
60. The Vendor must be ISO 9001 certified for data capturing and data processing using OMR technology.
61. The bidder should submit information about technical infrastructure of the firm in prescribed format given below.
62. The bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
63. Photocopies of relevant documents/certificates should be enclosed with technical bid.
64. The tendering authority reserves the right to verify/evaluate the claims made by the Contractor independently.

## **65. PERFORMANCE SECURITY AND SIGNING OF CONTRACT**

1. Within Ten (10) days of the receipt of acceptance of tender from the Tendering Authority, the successful Contractor shall furnish the Performance Security/Security Deposit in according with the Conditions.
2. The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the contractor within Six Months after the expiry of the contract period/extension period.
3. Failure of the successful bidder to sign the contract, proposed in this document

(Conditions Of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.

4. The Security deposit will be at the rate of 5% of the total value of the work order. For SSI Units it will be at the rate of 1% as per The Rajasthan Transparency in Public Procurement Rules, 2013.
- 66. BINDING CLAUSE :-** All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right to reject any or all the tender's without assigning any reason whatsoever thereof or to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidders(s) of the grounds for such decision.
- 67. CONDITIONAL TENDER :-** Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.
- 68. INTERPRETATION OF THE CLAUSES :-** In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.
- 69. SECURITY DEPOSIT/PERFORMANCE GUARANTEE**
  1. The successful Contractor shall furnish Security Deposit as a Performance Guarantee of 5%(Five percent) of the total **value of order**. In the form of Bank Guarantee/Demand Draft for the contract within Ten days of the receipt of work order intent from the Tendering Authority. This bank guarantee should remain valid for a period of one year beyond the contract period. On extension of the contract the successful Contractor shall have to extend the validity of this bank guarantee for the period for which extension has been awarded. This extended bank guarantee should also remain valid for a period of one year beyond the period of which extension has been granted.
  2. For SSI Bidders registered in Rajasthan as per GF&AR the Security Money will be 1%.
  3. If the Contractor fails to complete the Contract, The Registrar. Maharaja Surajmal Brij University, Bharatpur shall have the right to cancel the order in full or part, forfeiting the performance Security and the balance payments, if any.
- 70. PAYMENT TERMS :-** No advance payment is admissible under any circumstances. The Payment shall be made after verification of supply as per specification given in scope of work.
- 71. CONFIDENTIALITY**
  1. Any information and data pertaining to the University or any other agency involved in the Contract matter concerning Maharaja Surajmal Brij University, Bharatpur or with the agency that comes to the knowledge of the Contractor in connection with this contract shall be deemed to be confidential and the contractor shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Contractor shall ensure due secrecy of information and data not intended for Public distribution.
  2. The affidavit on the following format to that effect should be submitted along with security deposit on appropriate non judicial stamp paper duly attested by public Notary:- "Certified that any information and data pertaining to the Maharaja Surajmal Brij University, Bharatpur or any other agency involved in the Contract or matter concerning Maharaja Surajmal Brij University, Bharatpur or with the agency that comes to the knowledge of the Contractor in connection with this contract will be deemed to be confidential and I/we are fully responsible for the same being kept confidential



and held in trust, as also for all consequences if I/ our personnel failing to do so. Also it is certified that I/we will maintain due secrecy of information and data will not be intended for public distribution.

**72. SPECIAL CONDITONS TO THIS CONTRACT –**

1. It shall be deemed that the bidder has got fully acquainted with the scope of the work, working and other prevalent conditions and fluctuations there to whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
2. The quantity indicated in the tender is mere estimates and is intended to give an idea to the prospective bidders to enable them to decide whether they will undertake to supply the article to University on most competitive rates. The figures indicated in the tender do not constitute any commitment on the part of the University to purchase any of the articles in the quantity shown there in against each or in any quantity whatsoever. It is further made clear that the University does not bind itself to purchase all or any quantity mentioned in the tender and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non supply on the quantity indented.
3. The registrar, Maharaja Surajmal Brij University, Bharatpur may extend the original contract of Contractors, subject to original Terms & conditions for a period deemed fit by him, but not exceeding Six month, on mutual consent.
4. The contract for the supply can be repudiated at any time by Registrar, Maharaja Surajmal Brij University, Bharatpur if the supplies/services are not made to his satisfaction after giving an opportunity to the bidder being heard and after reasons for repudiation being recorded by him in writing.
5. The cover page design of Answer book should be amenable for automatic dummy number printing machine.

**73. SUPPLY ORDERS :-** All the supply orders will be placed to the Contractor through registered post only and the date of registration at the post office will be treated as the date of order for calculating the period of execution. The Contractor shall have to execute all orders within specified time.

**74. REPORTING PROGRES**

1. Contractor shall monitor progress of all the activities specified in the contract and submit free of cost fortnightly progress report about various aspects of the work to the tendering authority. The Contractor shall also make such reports/Executive summary etc. available to the tendering authority. The tendering authority on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as Executive Summary shall be submitted in 3 Copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed and finalized mutually.
2. The facilities/services, and/or labour to be provided by the Contractor under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the representative of the tendering authority in accordance with the Contract. Should the rate of progress of the work, compliance to the requirements of the its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the services, the representative of the tendering authority shall so notify the Contractor in writing.

3. The Contractor shall reply to the written notice giving details of the measures he propose to take to expedite the progress so as to complete the work by the prescribed time. The Contractor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the tendering authority or the representative of the tendering authority that the actual progress of work does not conform to the approved programme, the Contractor shall produce at the request of the representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.
4. In case during the services, the progress falls behind schedule or does not meet the desired requirements, the Contractor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/resources/infrastructure/ will be submitted to the tendering authority for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Contractor unless otherwise expressly provided in the contract.
5. During the course of the work, if the Contractor observes any major deficiencies, they should immediately bring such observations, deficiencies, areas of improvement and suggestions for improvement to the notice of the concerned persons. The servic provider should also discuss with guide/help the staff of the tendering authority in implementation of the critical aid important suggestions.
6. At the end of each phase, the service provider should submit a detailed report containing all the observations, deficiencies, areas of improvement and suggestions for improvement, for each system separately.
- 75. HANDING OVER OF WORKS :-** The Contractor shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority. The Tendering Authority shall determine the date on which the work is considered to have been completed. The Tendering Authority shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Tendering Authority.
- 76. COMMITTEE FOR SUPERVISION :-** The Tendering Authority will be at liberty to authorize the purchase committee to supervise all services in all the areas mentioned above set up Committee of Officers to supervise all Services in all the areas mentioned Above.
- 77. SUB CONTRACT :-** The Contractor shall not assign or subcontract the assignment or any part thereof to any other Contractor except with the prior consent in writing of the Tendering Authority and provided the University shall have specifically approved such other Contractor The University may in its sole discretion and without assigning any reason refuse to give such consent.
- 78. Correction of Arithmetic Error in Financial Bid**  
The bid evaluation committee shall correct arithmetical errors in financial bid, on the following basis, namely: 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.
- 79. Right to vary quantity :-** During execution of the Contract, the quantity of services originally specified in the bidding document may be increased or decreased, without any change in the unit prices or other terms and conditions of the bid and the bidding documents.
- 80. Performance Security**

Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

- a. When any terms and condition of the contract is breached.
- b. When the bidder fails to make complete supply satisfactorily.
- C. if the bidder breaches any provision of code of integrity, prescribed for bidders.
- d. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- e. No interest shall be payable on the PSD.

**81. Execution of agreement**

- A. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the selected bidder.
- B. The selected bidder shall sign the procurement contract within 10 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- C. If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the RFP document and Act.
- D. The bidder will be required to execute the agreement on a non-judicial stamp of specified value of its cost and to be purchase from anywhere in Rajasthan only.

**82. Confidentiality**

- a) Notwithstanding anything contained in this RFP document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:-
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;
  - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communicates with the selected bidder related to the procurement process in such manner as to avoid their disclosure to any other person not authorized to have access to such information.
- c) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentially of such information.

**83. Cancellation of procurement process**

- a) if any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

**84. Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

**85. LEGAL JURISDICTION :-** All legal disputes are subject to the jurisdiction of Bharatpur courts only.

**Name &Signature of Bidder with Seal**

**Registrar,  
Maharaja Surajmal Brij University  
Bharatpur**

## COMMERCIAL TERMS & CONDITIONS

### 1. PENALTY

Liquidated damages: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of contract value.

1. delay up to one fourth period of the prescribed delivery period 2 ½%.
2. delay exceeding one fourth but not exceeding half of the prescribed period 5%.
3. delay exceeding half but not exceeding three fourth of the prescribed period 7½%.
4. delay exceeding three fourth of the prescribed period. 10%
5. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
6. The maximum amount of liquidated damages shall be 10%.
7. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
8. Delivery period may be extended with or without liquidated damages if the delay in ! the supply of goods is on account of hindrances beyond the control of the tenderer.

### 2. Recoveries:

1. Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the University. In case recovery is not possible rescuers will be taken under Rajasthan PDR Act or any other laws in force.
2. If Contractor requests for an extension of time in completion of contractual supply on account of occurrence of any circumstances beyond control of human being , he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the circumstances,
3. In case of delay beyond thirty days tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the Contractor and it also will result in the forfeiture of the Performance Security amount.
4. For any other irregularities, mistakes, etc, penalty at the discretion of Tendering Authority will be imposed
5. That for unsatisfactory performance owing to absence of Contractor's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Contractor, get such deficiencies fulfilled at the cost and responsibility of the Contractor.
6. Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this and any other persons contracting through the Registrar. Maharaja Surajmal Brij University, Bharatpur, should this sum not be sufficient to recover the full amount recoverable the contractor shall pay to this office the remaining balance. For failure to deposit the amount legal action will be taken against the contractor.

3. **SUSPENSION OF WORK**

The Contractor shall, if ordered in writing by the tendering authority for non performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Contractor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Contractor, and lasts for a period of more than 2 months, the Contractor shall have the option to request the tendering authority to terminate the Contract with mutual consent.

4. **TERMINATION FOR INSOLVENCY**

The Tendering Authority may at any time terminated the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Contractor, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

5. **TERMINATION**

1. The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.
2. The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, without assigning any reason may terminate the Contract in whole or part; if the tendering authority satisfies that the services of the Contractor are no more required or Contractor is not executing its services properly.
3. if the Contractor after submission of Bid and due acceptance of the same i.e. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMID, invoke performance security deposited by the firm and get the work done from other Contractor at the risk and consequences of the first Contractor. The cost difference between the alternative arrangements and Contractor's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc, in case tendering authority is forced to work done through alternative source and if the cost is lower, no benefit on this account would be passed on the Contractor.
4. In case of failure the bidder to carry out the job in accordance with provisions of the contract the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other Contractor and any loss sustained thereby will be recoverable from the first contractor.

6. **CONSEQUENCES OF TERMINATION**

1. In circumstances mentioned above, the Tendering/Implementing Authority shall exercise the following steps:
  - (1) Ask the Contractor to leave the job and return the entire material in an "as is where is" condition, and/or.

(2) Shall forfeit the security deposit obtained as performance Guarantee.

(3) Shall take appropriate steps in terms of remedies for breach of contract under relevant provisions of law.

2. Tendering Authority reserves the right to disqualify the Contractor for a suitable period who habitually failed to supply the services in time.
3. Further, the Contractor whose services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decide by the tendering authority.
4. Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

**7. RESOLUTION OF DISPUTES**

5. The tendering Authority and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
6. If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Contractor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be under the final decision of tendering authority.
7. All legal disputes are subject to the jurisdiction of Bharatpur courts only.

**8. TAXES AND DUTIES :-**

1. The Contractor shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract.
2. Income Tax shall be deducted from the payment of the bills as per rules.

**9. NOTICES**

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing.
2. A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Contractor to the Tendering Authority on change address if informed in writing, these shall be sent to the tendering authority by the Contractor at the address mentioned in the letter of Award.

**Evaluation and Qualification/Eligibility Criteria**

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

**1. General Profile of the Company/Firm :**

<b>(1) Name and Address of the Company/Firm</b>		
<b>Telephone Nos.</b>		
<b>Fax</b>		
<b>E-mail</b>		
<b>Website</b>		
<b>(2) Date of Incorporation</b>		
<b>(3) Offices situated at different locations and Head Office</b>		
<b>(4) Infrastructure facilities</b>		
<b>(5) Turn over for last three years (Audited Annual Accounts by C.A. and Annual Reports) of three accounting years to be submitted physically at university office before opening time &amp; date of tender.</b>	<b>2016-17</b>	
	<b>2015-16</b>	
	<b>2014-15</b>	
	<b>Average of last Three years</b>	
<b>(6) Executive Profile</b>		
<b>(7) GST Registration Number (Please Enclose certified copy of Certificate)</b>		
<b>(8) GST Registration Certificate and GST clearance Certificate (Please Enclose certified copy of Certificate)</b>		
<b>(9) PAN No. (Please Enclose copy)</b>		
<b>(10) Premises/Space available in square feet</b>		
<b>(11) Answer Book manufacturing capacity/ per month.</b>		
<b>(12) Details of EMD (Enclose scan copy of D.D.)</b>	<b>D.D. No.....Date.....</b>	
	<b>Bank.....Amt.....</b>	
<b>(13) Details of RISL Processing Fees (Enclose scan copy of D.D.)</b>	<b>D.D. No.....Date.....</b>	
	<b>Bank.....Amt.....</b>	
<b>(14) Details of Tender cost (Enclose scan copy of D.D.)</b>	<b>D.D. No.....Date.....</b>	
	<b>Bank.....Amt.....</b>	

**Name & Signature of Bidder with Seal**



**2. Details of experience of printing of answerer books with as Cover Page  
(For a period of last Three Years). Minimum Ten Lacs Copies.**

Year	S.No.	Name and Address of the client with Tel. No.	Mention the dispatch * No. and date of the enclosed supply order	Nature of Job	Total Value of the contract (In Rs.)
2016-17	1.				
	2.				
	3.				
	4.				
2015-16	1.				
	2.				
	3.				
	4.				
2014-15	1.				
	2.				
	3.				
	4.				

(Separate pages may take to elaborate the projects undertaken).

**3. Details of Technical Infrastructure :**

S. No.	Name of Equipment/ Instrument	Total No. of Equipment/Instruments available in working Condition (with Model No./ Technical specification)
1.	Web Offset Machine (min. 2) Plate Making Machine	
2.	Narrow Web Offset Machine with online perforation and Numbering for	
3.	Thread Stitching & Paper Cutting Machine	
4.	OMR Scanners to check Scan ability of s.	

**4. Quality Certificate, If any :**

S.No.	Name of the certificate	Certified By	Years of getting Certification	Whether Certificate is valid as on date
1.				
2.				
3.				

**5. Awards for products/Services, if any :**

S.No.	Name of the Certificate	Certified By	Years of getting Certification	Field of Award – (S/W development Consultancy etc.)

6.	Certification	The Bidder must possess a valid ISO 9001 certification, as on date of submission of the bid and a copy of same should be enclosed with the Technical Bid.	Copy of a valid certificate. The tendered should enclose relevant photocopies of the certificates, catalogues, brochures, etc. In support of all the item quoted.
7.	Mandatory Undertaking	<p>a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>b) Not have and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p> <p>2. A firm is not eligible to participate in this work Under sanction by Maharaja Surajmal Brij University, Bharatpur Similarly at the time of Bidding the firms black-listed/debarred in participating in any procurement process.</p>	A Self Certified letter
8.	POA	General Power of attorney/Board of Directors resolution/Deed of Authority executed in favour of person(s) authorized to sign the bid Document and the contract and all correspondences/document thereof.	

**Name & Signature of Bidder with Seal**

**DECLARATION BY TENDERERS**

I/We declare that I am/we are bonafide /Manufacturers /Whole Sellers/Sole distributor/Authorised dealers/sole selling/Marketing agent in the goods/stores/equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

**Signature of the Tenderer**

Maharaja Surajmal Brij University, Bharpur  
2016

Controller of Examination Seal

NAME OF EXAMINATION \_\_\_\_\_

SUBJECT \_\_\_\_\_

PAPER \_\_\_\_\_

PAPER CODE \_\_\_\_\_

DAY OF EXAM. \_\_\_\_\_

DATE OF EXAM. \_\_\_\_\_

SESSION (tick mark ✓)

MORNING	NOON	EVENING
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Alphabet Seal

Maharaja Surajmal Brij University, Bharpur  
2016

FOR RE-EVALUATION

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Signature of the Examiner with date \_\_\_\_\_

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Maharaja Surajmal Brij University, Bharpur  
2016

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Signature of the Examiner with date \_\_\_\_\_

**BID COVERING LETTER**  
(to be printed on letter head of the Bidder)

To

**The Registrar**  
Maharaja Surajmal Brij University,  
Bharatpur(Rajasthan)  
Pin-321001

Dear Sir,

Tender Reference No.:.....

**SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR Printing and supply of Answer Books with** cover page and with Paper Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Contractor as mentioned in the Scope of the work as required by Registrar, Maharaja Surajmal Brij University, Bharatpur in conformity with the said tender documents.

**1. TERMS AND CONDITIONS**

- a. I/We, the undersigned Bidder (s), having read and examined in detail the specification and all bidding documents in respect of this tender do hereby propose to provide goods and services as specified in the bidding document.
- b. I/We, the undersigned Bidder(s), Having submitted the qualifying data as required in this tender, do hereby bind ourselves to the conditions of this tender. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

**2. RATE AND VALIDTY**

- a. All The rates mentioned in our proposal are in accordance with the terms as sspecified in bidding documents. all the rates and other terms and conditions of the proposal are valid for a period of one years from the date of acceptance of the bid.
- b. I/We do hereby confirm that our bid rates include all taxes including Income Tax & Professional Tax and local tax.
- c. I/We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.

**3. DEVIATIONS** We declare that all the services shall be performed strictly in accordance with the technical specification, Time Schedule and other terms of the tender document except the deviation as mentioned in the Technical Deviation Performa further, I/We agree that additional conditions, If any, found in the proposal documents, other than those stated in deviation Performa, shall not be given effect to.

**4. BID PRICING** I/We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

**5. EARNEST MONEY** I/We have enclosed the earnest money as required. In case of default it is liable to be forfeited in accordance with the provisions of the tender documents.

**6. BANK GUARANTEE** I/We shall submit a Bank Guarantee as required.

**7.** I/We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed there from.

**8.** Unit a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

**9.** We understand that you are not bound to accept the lowest or any offer you may receive.

**10.** We agree to the terms and conditions mentioned in the Tender Document.

Thanking You,

Yours Faithfully,

(Signatures)

Date : \_\_\_\_\_ Day of \_\_\_\_\_

Place:

Name:

Designation:

Seal:

## BIDDER'S AUTHORISATION CERTIFICATE

To

**The Registrar**

Maharaja Surajmal Brij University,

Bharatpur(Rajasthan)

Pin-321001

<Bidder's

Name> \_\_\_\_\_ <Designation> \_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No. Date> \_\_\_\_\_ . He is also authorized to attend meetings and submit Technical and Commercial Information as may be required by you in the course of processing above said tender.

Thanking You.

**Authorized Signatory**

<Name>

**Seal:**

The specimen signature of the authorized person is as:

Attested by the

Authorized Signatory

**Name &Signature of Bidder with Seal**

**DECLARATION**  
**(Notarized Affidavit)**

To

**The Registrar**

Maharaja Surajmal Brij University,  
Bharatpur(Rajasthan)  
Pin-321001

In response to the tender No. \_\_\_\_\_ Date \_\_\_\_\_ as a owner/partner/Director of

1. I/We hereby declare that our Agency \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or of a particular period of time.
2. I/We M/s. \_\_\_\_\_ (Name of the Company) are not blacklisted in any Department of Government of Rajasthan/Government of India/by ay University/Public Enterprises.
3. I/We further undertake that our partner M/s. \_\_\_\_\_ (Name of Contractor) having office are also not blacklisted in any Department of Government of Rajasthan Government of India/by any University/Public Enterprises.
4. I/We hereby declare that there are no pending cases against M/s/ \_\_\_\_\_ (Name & Address of Bidder) With Government of Rajasthan or any other court of law.
5. I/We hereby declare that Bidder's company or Director/Owner of the Company have not been declared by any court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on 1<sup>st</sup> April, 2013.

Name of the Bidder:

Signature:

Seal of Organization:

Note:

1. The notarized Affidavit should be submitted before closing date fixed for Technical Bid Closing.
2. No Change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

**Name &Signature of Bidder with Seal**

**6. Name, address and Telephone Number (Office, Residence, Mobile) of the contract Person to whom all References shall be made regarding this tender:**

**Name:** \_\_\_\_\_ .

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Office :** \_\_\_\_\_ **Residence:** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Place:**

**Signature:**

**Date:**

**Name :**

**Company Seal**

**Note:**

- (1) In-adequate information could lead to disqualification of the bid.
- (2) All items should be supported by proper documents.
- (3) No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

**Name &Signature of Bidder with Seal**



**DECLARATION FOR PRICE SCHEDULE/COMMERCIAL BID**

Tender Ref.....

Date.....

To

**The Registrar**  
Maharaja Surajmal Brij University,  
Bharatpur(Rajasthan)  
Pin-321001

**Subject : TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR Printing and supply of Answer Books with cover page.**

That we are sole owner of

\_\_\_\_\_  
\_\_\_\_\_

That we/the undersigned agency is equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representative of University.

We hereby offer to provided service at the price and rates mentioned in the commercial bid (as per commercial template.)

We do hereby undertake, that,

In the event of acceptance of our bid, the services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.

The prices quoted are inclusive of tall charges inclusive of travelling, hardware/manpower etc. for providing the desired services. FOR.

We agree to abide by our offer a period of one ear from the date fixed for opening of the tenders and we shall remain bound b a communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.

We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract shall constitute a binding contract between us.

I/We hereby, undertake that we shall not ask for any other charges than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding lodging, communication etc, for successful implementation for the project at sit.

Dated:

Name & Signature

Name of Agency

Company Seal

Full Address

**Name &Signature of Bidder with Seal**

Commercial Bid

PRICE SCHEDULE

Printing and Supply of Answer with Cover page

1. Name of the Firm .....
2. Address of the Firm .....
3. Contact No .....
4. Email .....

S.No.	Description of Work	Security Features	Size	Rate ( Excluding Tax) quoted by Firm in Rs. ( Figures and words) per thousands Answer books.		Rate of Tax *** thereon CST	Total Cost/Rate
				Figure	Words		
1	Printing and Supply of answer books with 40 pages ruled including cover page 64 GSM Cream Wove Paper with 80% Brightness quantity-8* Lacs (Approx) (Paper to be procured by the Bidder himself**)	1. Serial number on Part-A 2. All inner pages will have 1 (one) colour printing with university logo and micro text with page numbering.	8.5 X 10.5"				
2	Printing and Supply of answer books with 20 pages ruled including cover page 64 GSM Cream Wove Paper with 80% Brightness quantity-8* Lacs (Approx) (Paper to be procured by the Bidder himself**)	1. Serial number on Part-A 2. All inner pages will have 1 (one) colour printing with university logo and micro text with page numbering.	8.5 X 10.5"				

1. \*Quantity may increase or decrease.
2. \*\*Paper should be virgin pulp only. Name of Paper mill must be mentioned along with Samples and enclosed with the Tender. A certificate from the central excise department stating that the mill produces paper from virgin pulp must be enclosed, without which the tender will be cancelled.
3. Rajasthan State Entry Tax @5% will be deducted from the Bills of Bidders located outside Rajasthan and deposited in accordance with the Rajasthan Entry Tax Act.

**Dated :**

**Company Seal**

**Signature**

**Name :**

**Full Address**

**Note :**

1. All the costs should be quoted in Indian Rupees and should be fixed on lump sum basis. no escalation of cost will be allowed under any circumstances.
2. Bidder must quote for every column of the price schedule. Do not write Zero, Nil, etc in any column.
3. The Rate should be inclusive of all charges/taxes/levies etc.
4. University shall not pay separately any specific statutory taxes/service charges to any authority.
5. No hidden charges will be allowed, if any
6. Rate should be written both in words and figure.
7. Quoted rates must be inclusive of all charge by way of packing forwarding incidental of transit charges including transit insurance, octroi and any other levies or duties etc. and transportation of material up to examination centre's. Rates are F.O.R.

## AGREEMENT FORM

Agreement made this \_\_\_\_\_ day \_\_\_\_\_ of two thousand \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the contractor) of the one part and the Registrar, Maharaja Surajmal Brij University, Bharatpur. (Hereinafter called the University) of the other part.

WHEREAS the contractor has tendered for **providing PRINTING AND SUPPLY ANSWER BOOKS WITH COVER PAGE services to the Maharaja Surajmal Brij University, Bharatpur.** (hereinafter called "the Tendering Authority) as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for the fulfillment of the Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender document under the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_ as well in the acceptance of tender no.- \_\_\_\_\_ dated \_\_\_\_\_ which shall hold good during period of this agreement.

Upon breach by the contractor of any of the conditions of the agreement the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Maharaja Surajmal Brij University, Bharatpur to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation of the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the University.

Upon the determination of this agreement whether by effluxion of time or otherwise the said deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the contractor but without interest and after deducting there from any such due by the contractor to the University under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

In witness where of the said \_\_\_\_\_ hath set his hand here to and the Tendering Authority has on behalf of the Maharaja Surajmal Brij University affixed his hand and seal there to the day and year first above written.

### Name & Signature of Bidder with Seal

The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Tendering Authority to the Bidder as here in after mentioned the Bidder hereby covenants with the Tendering Authority to provide the services and to remedy defects there in conformity in all respects with the provisions of the contract.

The Tendering Authority here by covenants to pay the Bidder in consideration of the provision of the services and the remedying of defects there in , the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to obtain services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period-for the purpose.

Jaipur

CONTRACTOR

Witness

Registrar, Maharaja Surajmal Brij University, Bharatpur.  
on behalf of the Maharaja Surajmal Brij University, Bharatpur.

### Name & Signature of Bidder with Seal

**PERFORMANCE SECURITY FORM**

To,

(Name of Indenter)

WHEREAS \_\_\_\_\_ (Name of Bidder) herein after called the “Bidder has undertaken contact No. \_\_\_\_\_ dated, \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_ to render services here in after called the Contract.”

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a Nationalized bank for the sum specified therein as security for compliance with the Bidder’s performance obligation-in accordance with the contract.

THEREFOR WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of \_\_\_\_\_ ( Amount of the guarantee in words and figure) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20.

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Address :

**Name &Signature of Bidder with Seal**