



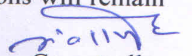
Maharaja Ganga Singh University, Bikaner

F./MGSU/Store Deptt/2015/ 21000

Dated 3/3/15

Revised Tender Notice

In reference to the University tender No.18738 dated 06.02.15 and due to some unavoidable reasons , Sealed Tenders are again invited from Microsoft Authorized Firms for Academic Volume Licensing Reselling for Campus Agreement (for 100 Users) and Windows Operating System (20 nos.) having estimated cost of Rs.4.50 lacs (approx.).The tender form with terms & conditions may be downloaded from university website www.mgsubikaner.ac.in and <http://sppp.rajasthan.gov.in>.Tenders may be deposited in the Comptroller's Office upto 16.03.15 till 02:00 p:m along with EMD (Rs.9000) & Tender fee (Rs.200) which will be opened same day at 03:00 p:m. Rest terms and conditions will remain as per above mentioned Tender Notice.


Comptroller



MAHARAJA GANGA SINGH UNIVERSITY, BIKANER

JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in/>

TENDER NOTICE NO.F.04() MGSU/STORE/ML 20985

DT.03.03.15

Tender Document supply of Academic Licensed Software and Campus Agreement for Maharaja Singh University, Bikaner

PART-A

General Terms and Conditions of tender

1.0 GENERAL TERMS AND CONDITIONS

- 1.1** The bid document may also be downloaded from MGSU website www.mgsubikaner.ac.in/ & <http://sppp.rajasthan.gov.in> Bidders using downloaded tender forms from MGSU website must submit cost of tender document by Demand Draft drawn in favour of Comptroller, MGS University, Bikaner, Rajasthan, (Payable at Bikaner) along with technical bid. The bid form downloaded through MGSU website submitted without tender fees will not be accepted.
- 1.2** In the case of foreign manufacturers, the bids should be submitted by the authorized Agents /Representatives, they must enclose authorization letter issued by their manufacturer.

- 1.3** The University takes no responsibility for delay or non receipt of Tender Document sent by post either way and also reserves the right to accept or reject any or all the tenders in part or full without assigning any reason thereof.
- 1.4** The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document carefully. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of its bid.
- 1.5 The University at its discretion may extend the last date of submission of tender and opening of tenders. The final authority for acceptance of a Tender will rest with the **University**, who does not bind himself to accept the lowest tender and may accept or reject any or all of the bids received without assigning any reason
- 1.6 In case of the date of submission and the date of opening of Tender is declared as Public Holiday, the Tender shall be submitted and opened on the next working day at the same time.
- 1.7 The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in such case, correction shall be initialed by the person or persons signing the bid.
- 1.8 Late and delayed tenders will not be considered and shall be returned unopened to the Bidder.
- 1.9 It is advised that the outside suppliers should send the Tender through Registered Post. However, the local supplier may drop their Tenders in Tender Box kept in Comptrollers Chamber, MGSU, Bikaner for this purpose.
- 1.10 The Tender Notice **No. F.04()/MGSU/STORE/ML/20985 Dt.03.03.15** along with the item code number must invariably be quoted in the bid and for further correspondence in this regard.

2.0 Eligibility Criteria:

Basic pre-qualification criteria for the Tenderer for participation in the tender process are as under:

- i. The tenderer must be incorporated under Indian Companies Act, 1956/The Partnership Act, 1932. Consortium in any form is not allowed. Any change in the constitution of the firm/company shall be notified forth with by the tenderer in writing to Comptroller,

Maharaja Ganga Singh University, Bikaner and such change shall not relieve any former member of the firm/company from any liability under the contract. No new partner/partners shall be accepted in the firm by the tenderer in respect of the contract unless he/they agree to abide by the all its terms, conditions and deposit with Comptroller, Maharaja Ganga Singh University, Bikaner, a written agreement to this effects.

- ii. **The firm should be Authorized by Microsoft for Academic Volume Licensing and reselling.**
- iii. The tenderer must bid for the Maharaja Ganga Singh University, Bikaner *as per list* irrespective of their location within that State. Partial bidding would disqualify the tenderer.
- iv. The tenderer should have adequate financial resources to undertake the contract. The Tenderer will submit a letter from a financial institution (as unit or groups of same unit) that is willing to fund this project/scheme or should have sufficient reserves as per the audited financial statement.
- v. The tenderer must have 3 yrs. experience in implementation & delivering of Computer related items such as enlisted above. (The tenderer will provide sufficient documentary proof and an undertaking regarding fulfillment of this condition in absence/insufficiency of which tender will not be considered).
- vi. The bidder should have successfully executed the orders of supply and installation (minimum 2 similar works) of such type of Academic Software installation in Govt. /Semi Govt. organizations/ PSUs/banks/educational institutes in last 3 years.
- vii. A signed undertaking from Authorized Signatory of the bidder that shall certify that all the softwares are original and are purely for academic use and that no refurbished/duplicate/ second hand softwares are being used.
- viii. For supply of any software i.e. operating system or any applications software the bidder should have a Certificate of Authenticity (COA), signed by Authorized Signatory stating that Software supplied is authentic and legal copy is/are being supplied.
- ix. The softwares proposed should be complete in all aspects.
- x. The supplier shall offer to the Purchaser all technological updates, cost reductions and facilities, which are offered to other clients, in India, during the currency of the contract.
- xi. Warranty shall be for FREE on-site comprehensive maintenance from the date of installation & working and acceptance of the Software to the satisfaction of the Purchaser.

- xii. The contractor shall make replacement free of all charges at site including freight, insurance and other incidental charges under this warranty clause add-ons included in the Software should also be clearly mentioned
- xiii. An authorized license certificate (eg. Product Keys on Certification of Authenticity) shall be supplied in case of all software and further that it shall be sourced from its Principal Company or authorized source for use in India.
- xiv. Licences as required for software in original must be supplied.
- xv. The respective items would provide suitable no. of support of engineers for maintainance. The fees thereon of the hiring of Engineers by Firm will not be borne by University.

All the Tenders should be addressed to:

**Comptroller,
Maharaja Ganga Singh University, Bikaner
Jaisalmer Road, National Highway no. - 15, Bikaner**

2.0 SUBMISSION OF BID

- i.** The bidders are requested to quote the rates item-wise on FOR destination basis including total price of each item separately indicating the Govt. levies, and other expenditure item-wise. The freight charges and insurance will be borne by the buyer in the case of imported items. For indigenous items supplied by Indian firms. Taxes and other levies, insurance freight etc. if any, should be indicated separately also. **IMPORTANT: Bidder is expected to examine the bidding Documents carefully and are deemed to have received and read all relevant documents. It shall be the responsibility of the bidder to request for copy of any missing document. Failure to do so will be at bidders risk.**
- ii.** It may be noted that mere quoting lowest rates will not entitle any firm to get the order. For qualifying technical bid the quality of the item being offered, the past performance, supply etc. will also be taken into consideration. The University may call for any details, explanation, regarding technical & financial aspect.
- iii.** The Tender is to be submitted "**Single Stage- Two Envelope System**" i.e. the first sealed envelope will contain full information required to judge pre-qualification signed tender document, tender fee, earnest money, complete details and specification of the item offered .including the brochure/ leaflets and original catalogues, list of credentials with documentary evidence i.e., purchase/ work order etc., PAN-Number VAT/Sales Tax Registration No.,

Affidavit for not being black listed. It shall be marked as technical BID **NO. F.04()/ MGSU/ STORE/ML/20985 DATED 03.03.15 given in Annexure –II**. The second envelope will contain only price quoted by the bidder in the form given at **Annexure –III** of this document and shall be clearly marked "**Price Bid No.F.04()/ MGSU/ STORE/ML/20985 DATED 03.03.15 for MGSU. Both the above envelopes must be separately sealed and shall be kept in one envelope** bearing the address of MAHARAJA GANGA SINGH UNIVERSITY and prescribed with bold letter **TENDER FOR SUPPLY OF ACADEMIC MICROSOFT LICENSED SOFTWARE AND CAMPUS AGREEMENT**. The senders address should be mentioned in all envelopes. Item Number and Name of Item should be mentioned invariably on all envelopes.

- iv.** Technical part of the tender will be opened on due date i.e. at .3:00 P.M. on 16.03.15 in the office of the University, in presence of the Representative of the Tenderer, who would like to be present. Sealed Price part of technically and commercially acceptable tenders will be opened on a later day subsequently as decided by the University. The date of opening of financial bid will be communicated by the University to the successful bidders.

3.0 EARNEST MONEY/ SECURITY DEPOSIT

- i. The Earnest Money of Rs.9000/- must be submitted by the Bidder along with the Tender in the form of Demand Draft only drawn in favour of COMPTROLLER, MAHARAJA GANGA SINGH UNIVERSITY payable at Bikaner, Rajasthan (India).
- ii. The Earnest Money shall be forfeited if a bidder withdraws or amends the tender in any respect within the period of validity of his tender or fails to submit security deposit or agreement within the specified period as mentioned in the tender document. Tender shall not be entertained where a tenderer has not furnished adequate earnest money in the prescribed and acceptable form.
- iii. Exemption/ partial exemption from payment of earnest money/ security deposit;**
- (a) Earnest money/ security deposit will not be taken from the following: Undertakings, Corporations, Autonomous bodies, Registered Societies Co-operative Societies which are controlled/ managed by Government, Govt. Undertakings and Companies of Union Government and Government of Rajasthan.
- (b) Earnest money will be taken @ 0.5% (Half-percent) of the value of the quantity offered for supply by the S.S.I. Units of Rajasthan and security deposit @ 1% of the quantity ordered to be supplied. They will furnish original or Photostat copy, duly attested by Gazetted Officer, of the Registration of SSI. Unit issued by the Director of Industries in respect of the stores for which they are registered.

- (c) Earnest money and security deposit will be taken @ 1% and 2% respectively of the value of the tender from the Sick Industries (other than S.S.I.)
- iv. Unsuccessful bidder's earnest money will be discharged/ returned without any interest after the concerned purchase is finalized and that of successful bidders will be adjusted (without interest) in security deposit.
 - v. **The validity of Tender would be for a minimum period of 90 days from the date of opening of Tenders.** A Bid valid for a shorter period may be rejected by the University as non- responsive. In case the validity is to be extended; the University may solicit the Bidder's consent to an extension on the period of validity and the bid shall remain valid for the extended, period mutually agreed for.
 - vi. The prices should be quoted both in words and figures.
 - vii. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized for this purpose. The letter of authorization should bear the signatures of only the authorized person of the firm. All pages of the Bid, except for un-amended printed literature shall be initialed by the person or persons signing the bid.
 - viii. To assist in the examination, evaluation and comparison of bids the buyer may, at its discretion, ask the Bidder for a clarification of its bid. However, no change in the price or substance of the bid shall be sought, offered or permitted.
 - ix. **The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply with these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the items having different specification will be on Bidder's risk as the University will not entertain such bids. Bids carrying the statement like "specification as per tender document" shall not be entertained. The product specifications supported by technical literature and list of users must be enclosed with Annexure II.**
 - x. The placement of work order/purchase order will be according to technical evaluation of the Tender and after consideration of its price worthiness.
 - xi. The price to be given in the Tender are fixed prices, irrespective of rise in materials prices etc., till the delivery of the overall consignment. No request regarding increase in the price of instruments/software etc., will be entertained after the submission of the tender.
 - xii. If the items supplied are not in conformity with the specification other than asked for, it will have to be replaced at the risk and cost of the supplier. No freight and other charges for export and re-shipment will be paid by the University.

- xiii. **The authorized Indian agent/Representative should have minimum two years continuous agency/ partnership/ joint venture/ participation or collaboration with their principal foreign supplier.** The documentary proof of such agency ship/ authorization/ MOU should be submitted along with the technical part. If the bid of the firm does not contain the proof of such nomination/authorization, Indian agent will be rejected.
- xiv. The University further reserves the right to accept the Tender for all the items or some of the items for which the Tenderer has quoted the Bid.
- xv. **Bidder has to provide installation and operation and maintenance to University Officials without any additional charges.**
- xvi. **A period of 30 days will be allowed for delivery of item from the date issue of purchase order.**
- xvii. After sales service is most important to be considered for comparison of the bids. Bid of those firms who do not have Indian / Local Agents to provide after sales and service during warranty period will not be considered. After sales service must be provided at the premises of the Computer Science Laboratory / Offices of MGSU, by the manufacturer or authorized service provider.
- xviii. The Amendment made by the competent authority in the tender document if any will be binding on the tenderer.
- xix. At any time prior to the deadline for submission of bids, the buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by an amendment.
- xx. In order to offer prospective Bidder reasonable time in which to take the Amendment into account in preparing their bids, the purchaser may at its discretion, extend the deadline for the submission of bids.

4.0 PAYMENT CONDITIONS

- i. **100% payment will be released on satisfactory supply installation of the item and on furnishing performance Security Deposit for 5 % of the purchase order value and contract agreement.**
- ii. Single bills against one order as per supply order mentioning item code and other details will be accepted.
- iii. The reference of supply order should be submitted for payment.

5.0 SETTLEMENT OF DISPUTE, ARBITRATION

- i. All disputes or difference arising out of or in connection with the contract and supply of any item assigned under the same (whether during the progress of the works or after

their completion, determination, abandonment or breach of the contract) shall be settled by the Higher Authorities of the University.

- ii. It is also a term of the contract that if the supplier (s) do not make any demand in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the University will be discharged and released of all liabilities under the contract in respect of these claims.

6.0 LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Bikaner (Rajasthan) shall have exclusive jurisdiction in all matters arising under this Contract.

The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India. The Supplier shall protect, absolve and indemnify the University, and their representatives from any claim, loss or damage arising from any non compliance alleged or proved, without claiming them for payment.

7.0 EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the expiry of the warranty period and all the payments have been made to the Supplier.

8.0 Forfeiture of earnest money:- The earnest money will be forfeited in the following cases:

(i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.

(ii) When tenderer does not execute the agreement if any, prescribed within the specified time.

(iii) When the tenderer does not deposit the security money **as per details mentioned in para**

9.0.

9.0 Agreement and Security deposit:-

- i. Successful tenderer will have to execute an agreement on Rs 500/- non-judicial stamp paper with all terms and condition mentioned in tender form at **Annexure IV** and deposit security equal to 5% of the value of the stores for which tenders are accepted within 7 days from the date of dispatch or communication through fax or e-mail of the letter by which the acceptance of the tender is communicated to the tenderer.

- ii. The earnest money deposited at the time of tender will be adjusted towards security amount. The balance amount of security deposit may be provided in the form of Bank guarantee or demand draft from a nationalized bank in India.
- iii. No interest will be paid by the MGS University, Bikaner on the security money.
- iv. The security money shall be refunded after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee / warranty / agreement if any whichever is later and after satisfied there are no dues outstanding against the tenderer.
- v. Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from Security Deposit and shall pay security deposit at the rate of 1 % of the estimated value of tender
- vi. Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

7.0 Forfeiture of Security Deposit-

Security amount in full or part may be forfeited in the following cases:-

- i. When any terms and conditions of the contract is breached.
- ii. When the tenderer fails to make complete supply satisfactorily
- iii. Notice of reasonable time will be given in case of forfeiture of security deposit.

The decision of the University in this regard shall be final.

8.0 The expenses of completing and stamping the agreement shall be paid by the tenderer and the University shall be furnished free of charge with one executed stamped counter part of the agreement.

9.0 Liquidated damages:-

- i. The time specified for delivery in the tender form shall be deemed to be the part of the contract and the successful tenderer shall arrange supplies within the period from the date of supply order issued by the **Comptroller, Maharaja Ganga Singh University, Bikaner (Rajasthan)** .
- ii. In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the tenderer has failed to supply:-

(a) Delay up to one fourth period of the prescribed delivery period 2.5%

(b) Delay exceeding one fourth but not exceeding half of the prescribed period 5%

- (c) Delay exceeding half but not exceeding three fourth of the prescribed period.7.5%
- (d) Delay exceeding three fourth of the prescribed period. 10%
- (e) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (f) The maximum amount of liquidated damages shall be 10%

10.0 Recoveries:- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with held to the extent of short supply, and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and, security deposit available with the department.

In case recovery is not possible appropriate action will be taken under Rajasthan PDR Act or any other relevant law in force.

Comptroller

PART-B

Specifications of Items

Item No	Item Name	Item Code	Quantity Required	Estimated Cost(Rs)
1	Campus Agreement	DsktpEdu ALNG LicSAPk OLV E 1Y Acadm Ent	For 100 users	3,25,000
2	Windows Operating System(Latest Version)	WinSL 8.1 SNGL OLP NL Acadm Legalization GetGenuine	20 nos.	1,25,000

(without tax)

Annexure-I



MAHARAJA GANGA SINGH UNIVERSITY, BIKANER
JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER
Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in/>

No.F.04()/MGSU/STORE/ML 20985

dated 03.03.15

**TENDER DOCUMENT FOR THE SUPPLY OF ACADEMIC LICENSED SOFTWARE
AND CAMPUS AGREEMENT(Rs 4,50,000 Approx.)**

for

**MAHARAJA GANGA
SINGH UNIVERSITY, BIKANER.**

APPLICATION FORM (To be filled by the bidder)

Tender Notice No. 20985 dated 03.03.15

EMD Rs.9000/-

Tender Fees Rs. 200/-

Last Date of Submission of Tender : 16.03.15 upto to 2.00 P.M.

Date of opening of Tenders : 16.03.15 upto to 3.00 P.M..

1. Name and full address of the: _____

Bidder including Telegraphic _____

Address/Fax No. _____

2. Name and designation of the _____

Head of the Firm/supplier and _____

his Telephone No. _____

3. i) In case the supplier is located out of Rajasthan; specify the authorized Distributor's or Agent's Address in Bikaner, if any.

ii) Name, Designation, Address _____

Telephone & Fax Numbers of the _____

Authorized Person who may be contacted during the process of the
_____ purchase concerned under this
document (Applicable for all the suppliers)

Seal & signature of tenderer

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NIT.....dated.....2015

4. Item Code Number(s) quoted for
5. Whether Earnest Money Deposited: Yes / No If yes (Amount: in Rs.) _____,
Demand Draft No, Date, _____ and Name of Issuing Bank _____
6. Tender fees Rs -----/- details DD / Cash receipt No _____, Date _____
and Name of Issuing Bank _____
- 7 VAT Clearance Certificate: attached (Latest) with PAN Number Yes or No
8. Year of Establishment _____
9. Nature of the Firm/ Company

Company			Firm
Government	Public	Private	Partnership

Put Tick (√) mark

10. No. of Years providing service _____
11. Previous Experience (Attached documents)
12. Any other details in support of your offer
13. Annual Turnover during last three years (as stated in the eligibility criteria, attach proof):

2011-12	2012-13	2013-14	Total Turnover (in Rs.)

13. Details of 3 years experience in implementation & delivering of the items quoted in NIT (attach successful completion certificates of projects as stated above over a period of 5 years as a proof).
14. Information regarding item manufacturer (attach proof)

S.No.	Name of item	ISO 9001 (Yes or no)	No. of offices in Bikaner/Rajasthan	
			Own	Authorized Service Provider
1	2	3	4	5

All the terms and conditions of the tender documents have been read carefully and are accepted.

Note: Please attach list of offices & centers situated in Bikaner/Rajasthan along with address and phone & Fax numbers. Please attach proof in support of details stated above.

Place:

Date : Legally Binding Signature with stamp

Seal & signature of tenderer

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NIT.....dated.....2015

ANNEXURE - II



MAHARAJA GANGA SINGH UNIVERSITY, BIKANER

JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in>

Bid Form For (Name Of The Item) _____

BID FORM FOR TECHNICAL BID Please do not write the Price

Details showing specification and other details of the item offered (Item code No. _____)

(to be filled by the bidder and must be kept marked as Technical Bid" part of the Tender)

S. No.	Item code and name	The Specification (including make and model) offered by the Bidder	Difference in Specifications of tender document and that of Bid, if any	Number	Remarks, if any
1	2	3	4	5	

NOTE:- If this sheet is not sufficient to accommodate the bid, the additional sheets may be used containing the same Performa but all such sheets including this one must be signed on each sheet by the Bidder along with the seal. Separate Bid form should be attached for each item, quoted for.

Signature with date & stamp of the bidder



ANNEXURE -III

MAHARAJA GANGA SINGH UNIVERSITY, BIKANER

JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in/>

Bid Form For Price Bid For (Name Of The Item) _____
Details showing specification and other details of the instruments offered (Item code No. _____)

(To be filled by the bidder and must be kept in "Price Bid" part of the Tender)

Name of the Tenderer (Company/Firm):.....

Address for Correspondence:.....

I/we hereby submit the proposal for supply of Academic Licensed Software and Campus Agreement as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions. The consolidated rate is quoted in the prescribed format given below:

S. No.	Item code and name	The Specification (Make model) offered by the Bidder	Quoted Price (Rs)
1	2	3	4

Note:

1. The rate should not be provided as a percentage figure.
2. The consolidated rate should include all Govt. and any other levies (e.g. Service Tax /VAT etc.)
3. The tenderer is advised to quote rate in absolute Indian Rupees.
4. No condition will be entertained and conditional tender will be liable to be rejected
- 5 If this sheet is not sufficient to accommodate the bid the additional sheets may be used containing the same Proforma but all such sheets including this one must be signed by the Bidder along with the seal.

Signature with date & stamp of the bidder

Seal & signature of tenderer

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NIT.....dated.....2015

Annexure – IV

Form For Contract Agreement For Supply Of
(Name of the Items with Quantity and Item Code No)

AGREEMENT

An Agreement made this _____ Day of _____ 2015 between M/s

_____ (hereinafter called "The approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part) and Maharaja Ganga Singh University, Bikaner (hereinafter called purchaser which expression shall where the context so admits, be deemed to include his successors in office and assigns) of other part.

1. Whereas the approved supplier has agreed with the Maharaja Ganga Singh University, Bikaner to supply to the University, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended here with and the rates set forth in the purchase order.

2. And whereas the approved supplier has deposited a sum of Rs _____ in _____ . Bank guarantee/ Cash / Bank Draft /Banker Cheque No _____ dated _____.

3. Now these Presents Witness-

I. In consideration of the payment to be made by the MGSU (the purchaser) through cheque at the rates set forth in the schedule hereto appended the approved supplier, will duly supply the said articles set forth and there of in the manner set forth in the conditions of the tender and contract.

II. The conditions of the tender and contract for open tender enclosed to the

Tender Notice No. F.04()/MGSU/STORE/ML/20985, Dt. 03.03.15 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

III. Letter Nos. _____ Dated _____ received from tenderer and Letter No. _____ dated _____ issued by the MGSU and appended to this agreement shall also form part of this agreement.

IV. (a) The MGSU do hereby agree that if the approved supplier shall duly supply the said items in the manner aforesaid observe and keep the said terms and conditions, the MGSU will through pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The Mode of payment will be as per tender document.

V. The delivery shall be affected and completed within the period specified in the supply order.

VI (i) In case of extension in the delivery period with Liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-

(a) Delay upto one fourth of the prescribed delivery period. 2.5%

(b) Delay exceeding one fourth but not exceeding half of the 5% prescribed Delivery period.

(c) Delay exceeding one fourth but not exceeding three 7.5% fourth of the prescribed delivery period.

(d) Delay exceeding three fourth of the prescribed delivery period 10%

Note :-(i) Fraction of a day in reckoning period of delay in supply shall be eliminated if it is less than half a day.

(ii) The Maximum amount of agreed liquidated damages shall be 10%.

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for to the immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

4. Delivery period may be extended with or without liquidated damages if the delay in the supply of items is on account of hindrances beyond the control of the tenderer.

5. Approved rates are valid for the period of one year from the date of execution of first agreement, which may be extended for another one year with mutual consent.

6. The approved supplier hereby agree to provide the service / repairing of the(Name of equipment with quantity) during warranty period by his authorised dealer or by his office.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Hon'ble Vice Chancellor, MGSU, Bikaner and the decision of the same shall be final.

In witness where of the parties hereto have set their hands on the_____ Day of_____ 2015.

**Signature For and On behalf of
the Supplier.**

Dated

1.Witness

2.Witness

**Signature For and on of
behalf of MGSU, Bikaner**

Dated

1.Witness

2.Witness

Annexure -V
CHECK LIST FOR THE BIDDER

1. Bid on original Tender form only.
2. EMD against each item.
3. Earnest money or necessary documentary proof for exemption of earnest money with the part 1 of the bid. The technical specification should be in Annexure II
4. Price bid must be Part II of the bid in the form provided at Annexure-III of the tender document. It should be in a separate envelope.
5. The Basic Price, Taxes, Packing, Forwarding, Handling, Transportation Insurance, Installation charges, Training etc. must be quoted clearly. Do not use vague terms like "As Actual, Approximately etc".
6. Do not use the terms As per Specification of Tender Documents in respect of items. There should be proper write up of product quoted for supported with printed leaflets literature.
7. The supplier may provide Bank guarantee/ cash /bank DD/bankers cheque as a security deposit after receiving the supply order and agreement on Rs 500/ Non judicial stamp paper.as mentioned in Annexure- IV
10. The supplier will issue an undertaking NO LESSER PRICE' CERTIFICATE Annexure-VI.

Annexure - VI

NO LESSER PRICE' CERTIFICATE

I.....(Name)
..... (designation), for and on
behalf of M/s(name of the
firm), hereby, certify that the firm mentioned above will not charge or quote lesser price than
the price submitted in Annexure III, if any, to any other purchaser or agency or institute in India
and that the prices offered are the lowest of those offered by us in the country.

Signatures of Authorized Signatory

Place Designation

Date Seal