



University of Rajasthan, Jaipur  
Jawahar Lal Nehru marg, Jaipur-302004

Ph.: 0141-2706813/0141-2710978

E-Mail: [www.uniraj.ac.in](http://www.uniraj.ac.in)

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LIMITED BID FORM

FOR

SUPPLY OF INTERACTIVE FLAT PANEL

NIB NO. : ..... dated .....

URA 2425 A0054

NIB URA 2425 A0054

UBN : URA 2425 C150B00142

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# University of Rajasthan

## NOTICE INVITING LIMITED TENDER

### SCHEDULE OF BID

BID NO.	RUSA 2.0/PROJECT XIV/2024/ 527 Dated 04.11.24
SUBJECT	<b>PURCHASE OF INTERACTIVE FLAT PANEL</b>
Cost of Bid	02.00 lakh
Starting Date of Bid Downloading	5.11.2024
Closing Date & Time of Bid Submission	12.11.2024 ; 02:00 P.M.
Date and time of opening Bid	12.11.2024 ; 02:30 P.M.
The Tender form can also be downloaded from the website mentioned	<a href="http://www.uniraj.ac.in">www.uniraj.ac.in</a> , <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
Bid validity period	<b>90 days from the Date of opening of Bid</b>
Name of the Company/Firm:	
Name of Contact Person	<b>Principal Investigator, Project XIV,RUSA 2.0</b>
Address of Company / Firm for Correspondence:	
Office Telephone No.:	
Office Fax No.	
Office E-Mail Address:	

Bid Fees - NIL and Bid Security Money-NIL, The Amount will be payable to the Registrar,  
University of Rajasthan

Limited Tender



**PROJECT XIV, RUSA 2.0 Programme**

Department of Sociology, University of Rajasthan, Jaipur



No: RUSA2.0/PROJECT XIV/2024/527

Date. 04.11.24

Date:..... 2024

M/s.....

M/s.....

M/s.....

Please submit your proposal and rates for **PURCHASE OF INTERACTIVE FLAT PANEL** in Department of Sociology, University of Rajasthan, Jaipur. Your limited tender should be received in this office on or before 11<sup>th</sup> November 2024 up to 2 PM under sealed cover. Tender will be opened on 12<sup>th</sup> November 2024 at 3 pm. **Items work of Scope will be as under:- PURCHASE OF INTERACTIVE FLAT PANEL 65": (Quantity-01)**

S.No.	Item	Specification	Qty
	<b>INTERACTIVE FLAT PANEL</b>	IPS/ VA; 4K (3840 x 2160); Brightness- 400 nits or better; Contrast Ration (Typical)-1100:01 or better; Viewing Angle (H x V)- 178*178; Response Time- 8 ms or less; RAM-4 GB or higher; On-board Memory- 32 GB or higher; Input (Minimum)- 3 x HDMI, 4 x USB (Out of which min 2xUSB3.0), 1 x Audio, 1 x OPS slot, 1 x USB Type-C Port  Output (Minimum)- 1 x HDMI, 1 x Audio; Panel Life (Minimum)- 30000 Hours or higher; Wi-Fi Supports- Wi-Fi (802.11 a/b/g/n/ac) Support	<b>01</b>

- Conditional Bids will not be considered and can be cancelled without any prior information and clarification.
- Offered **INTERACTIVE FLAT PANEL 65"**: specifications should be matched according annexure-2. Deviation should not be accepted.
- It is compulsory to mention Make & Model of the Item With detail brochure.

\* Estimated Value is below Rs. 2.00 Lac.


**Terms & Conditions:-**

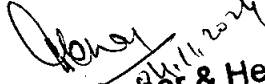
1. PAN & GST Registration certificate of the company/firm/dealer/ authorized distributor / manufacturer/ wholesaler Self attested copies to be attached.
2. **Supply of ordered items within 10 days.**
3. The rates should be quoted in figures as well as in words, on the form and duly signed and stamped by the authorized person.
4. Rates mentioned above are inclusive of all taxes, F.O.R. destination and all other charges. No charges of whatsoever nature would be paid additional to the cost mentioned above.
5. Price Bid separately filled in Annexure "A" on Firms Letter Head duly signed and stamped.

**Note:**

1. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
2. No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
3. The provisions of RTPP Act 2012 and rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP act 2012 and Rules2013 thereto, the later shall prevail.

4. Performance security @5% amounting to Accepted/Order Value only for regular supplier or @1.0% amounting to Estimated Value only for SSI (only for registered in Rajasthan state there is no relaxation for other state) or @2.0% amounting to Estimated Value only for Sick Industries (only for registered in Rajasthan state there is no relaxation for other state) will be applicable
5. Agreement should be executed by the Successful Bidder on Rs. 500/- Non judicial stamp paper.
6. Bidder should have working experience to create and install software in any university/Govt./PSU/MNC.

  
 Prof. Rashmi Jain  
 Principal Investigator  
 Project XIV, RUSA 2.0  
 Department of Sociology  
 University of Rajasthan, Jaipur

  
 Prof. S.L. Sharma  
 Professor & Head  
 Department of Sociology  
 University of Rajasthan  
 JAIPUR


RUSA 2.0 PROJECT XIV

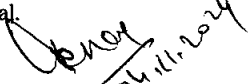
RUSA2.0/PROJECT XIV/2024/

Date..... 2024

Copy forwarded for information and N/A to:-

1. Director Infonet center, UoR to upload on website of the university and SPPP Portal.
2. Notice Board.

  
 Prof. Rashmi Jain  
 Principal Investigator  
 Project XIV, RUSA 2.0  
 Department of Sociology  
 University of Rajasthan, Jaipur

  
 Prof. S.L. Sharma  
 Professor & Head  
 Department of Sociology  
 University of Rajasthan  
 JAIPUR

JK

**BID COVERING LETTER**  
(To be printed on Letter head of the Bidder)

To

**The Registrar,**  
University of Rajasthan  
Jaipur -302004

Dear Sir,

Bid Reference No.: .....

**SUBJECT:** Bid document for participation in the tender process for..... including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Firm/Company as mentioned in the Scope of the work as required by Registrar, University of Rajasthan, Jaipur 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 specifications 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 VALIDITY**

- a) All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of One years from the date of opening of the bid.
- b) I/We do hereby confirm that our bid rates include all taxes including Income Tax & Professional 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 BID SECURITY /PERFORMANCE SECURITYAMOUNT :** 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 document.

**6 DEMAND DRAFT/BANKER'S CHEQUE/FDR** I/We shall submit 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** Until 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 this : \_\_\_\_\_ day of \_\_\_\_\_

Place:

Name:

Designation:

Official Seal:

# **UNIVERSITY OF RAJASTHAN, JAIPUR**

Jawaharlal Nehru Marg, Jaipur

Annexure-‘A’

**Price Bid**

Name of the Bidder/ Firm : \_\_\_\_\_

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

Mobile No. \_\_\_\_\_

Email:- : \_\_\_\_\_

<u>S. No.</u>	<u>Particular</u>	<u>Basic Price</u>	<u>GST Amount</u>	<u>Total Amount</u> <u>Including GST</u>
1.				
2.				

**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- University shall not pay separately any specific statutory taxes/ service charges to any authority.
- 3- No hidden charges will be allowed , if any
- 4- The procuring entity reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.
- 5- Grand Total should be written both in words and figure.

**Date:**

**Place:**

**Signature of the Bidder**

**Name**

**stamp**

## **Appendix A: Dispute Resolution Mechanism**

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract
- II. If a question, difference or objection arise in connection with or out of the contract agreement or the meaning of operation of any part the reoffer the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs.50000/-. Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

- 74
1. Head of the Department Level Committee: to address disputes in contracts of value up to Rupees One Crore:  
The Committee shall constitute:
    - I. V. C.
    - II. Comptroller Finance
    - III. Registrar as Member Secretary
  2. Administrative Secretary Level Committee: to address disputes in contracts of value of more than Rupees One Crore:  
The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Registrar, Member-Secretary.
  - III. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupees. 10 Crore which remain unresolved through the Dispute Resolution Committee.
  - IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated Jaipur in Rajasthan and not elsewhere.
  - V - Procedure of reference to the Dispute Resolution Committee:  
The Supplier shall present his representation to the UOR, JAIPUR along with a fee equal to two percent of the amount of dispute; not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the UOR, JAIPUR.

**Annexure A : Compliance with the Code of Integrity and No: Conflict of Interest**

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion indulge impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interest that could improperly influence that party's performance of official duties of responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- 7/2
1. A Bidder may be considered to be in a Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
    - a. Have controlling partners/shareholders in common; or
    - b. Receive or have received any direct or indirect subsidy from any of them; or
    - c. Have the same legal representative for purpose of the Bid; or
    - d. Have a relationship with each other, directly or through common third parties, that puts another bidders, or influence the decisions of the Procuring Entity regarding the bidding process; or
    - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
    - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
    - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as Engineer-in-charge/consultant for the contract.

**Annexure B: Declaration by the Bidder regarding Qualifications Declaration by the Bidder**

In relation to my/our Bid submitted to ----- for procurement of -----  
 ----- in response to their notice inviting Bids No.-----  
 ----- Dated -----, I/We hereby declare under section 7 of Rajasthan Transparency  
 in Public Procurement Act 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable of the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officers, not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing reasons;
4. I/We do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualification to into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date  
Place:

Signature of bidder  
Name:  
Designation:  
Address



## **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is - Vice-Chancellor, University of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan.

The designation and address of the Second Appellate Authority is Secretary/ Principal Secretary, Higher Education Department, Govt. of Rajasthan Secretariat, Jaipur or as decided by the Govt. of Rajasthan.

### **1-Filing an appeal**

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the bidding document, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

providing further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2- The officer to whom an appeal is filed under para (a) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within a period of 30 days of the date filing of the appeal.

3 If the officer designated under para (a) fails to dispose of the appeal within the period specified in para(B) or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the specified in para(b) or date of receipt of the order passed by the first Appellate Authority, as the case may be.

### **4-Appeal not be lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participation of Bidders in the bidding process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provision of confidentiality.

### **5- From and procedure of filing an appeal**

- (a) An appeal under para(1) or (3) shall be in the annexed Form along with as many copies as there are respondents the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (b) Every appeal may be presented to First Appellate Authority of Second appellate Authority. as the case may be, in person or through registered post of Authorised representative.

### **6- Fee for filing appeal**

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

**7- Procedure for disposal of appeals**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records of copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed the State Public Procurement Portal.

**From No. 1**

**(See rule 83)**

**Memorandum of Appeal under the Rajasthan Transparency in Procurement Act, 2012**

Appeal No..... of .....  
Before the..... (First/Second Appellate Authority)

- 1. Particular of appellant.
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
- 2. Name and address of the respondent(s)
  - (i)
  - (ii)
  - (iii)
- 3. Number and date the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
- 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
- 5. Number of affidavits and documents enclosed with the appeal:
- 6. Ground of appeal:
 

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.....(Supported by an affidavit).
- 7. Prayer.....

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Place.....  
Date.....

Appellant's Signature

## Annexure D : Additional Conditions of Contract

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### 1. **Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures, shall prevail subject to 1 and 2 above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid securing Declaration shall be executed,

### 2. **Procuring Entity's Right to Vary Quantities**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. At the time of award of contract, the quantity of good, work or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the Bid and the condition of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than quantity specified into the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Condition of contract.
- iii. In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rate and condition of the original order. However, the additional quantity shall not be more than 25% of the value of the goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fail to do so, the procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantities of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is

accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such case, the quantity may be divided between the Bidders in that order, in a fair, transparent and equitable manner at the rate of the Bidder, whose Bid is accepted.

**Signature of Bidder**

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**SELF DECLARATION**

Ref. :  
To,

Date :

The Registrar,  
University of Rajasthan  
Jaipur (Rajasthan)  
Pin - 302004.

Dear Sir,

In response to the Bid No. \_\_\_\_\_ Date \_\_\_\_\_ as  
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 any University/Public Enterprises.
3. I/We further undertake that our partner M/s. \_\_\_\_\_ (Name of Firm/Company) 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 1st April, 2013.

**Name of the Bidder:**

**Signature:**

**Seal of the Organization:**

**BIDDER'S AUTHORISATION CERTIFICATE**

To,  
The Registrar,  
University of Rajasthan  
Jaipur (Rajasthan)  
Pin - 302004.

<Bidder's Name> \_\_\_\_\_ <Designation> \_\_\_\_\_ is hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of reference <Tender No./Date> \_\_\_\_\_. He is also authorised 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.

**Authorised Signatory**

**Name :**

**Seal :**

The specimen signature of the authorized person is as :

Attested by the  
Authorized Signatory

(Non-Judicial Stame Paper of Rs. 500/-)

**AGREEMENT**

Agreement made this \_\_\_\_\_ day \_\_\_\_\_ of two thousand \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the Firm/Company) of the one part and the Registrar, university of Rajasthan, Jaipur. (hereinafter called the University) of the other part.

WHEREAS the Firm/Company has tendered for (hereinafter called "The Tendering Authority") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Firm/Company 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 Firm/Company has accepted the contract on the terms and conditions set out in 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 Firm/Company 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 university of Rajasthan to claim damages for antecedent breaches thereof on the part of the Firm/Company and also to reasonable compensation for the loss occasioned by the failure of the Firm/Company to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive of the amount of such compensation payable by the Firm/Company to the University.

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Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the Firm/Company but without interest and after deducting there from any such due by the Firm/Company 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 Firm/Company.

In witness whereof the said \_\_\_\_\_ hath set his hand hereto and the Tendering Authority has on behalf of the University of Rajasthan affixed his hand and seal thereto the day and year first above written.

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 hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the services and the remedying of defects therein, 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 cancelling 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 Firm/Company 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.

In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

**UFYLC, University of Rajasthan, Jaipur  
on behalf of the University of Rajasthan, Jaipur**

**FIRM/COMPANY**

**Witness :1.**

**Witness : 2.**