



SHREEMATI NATHIBAI DAMODAR THACKERSEY WOMEN'S UNIVERSITY

1, Nathibai Thackersey Road, Mumbai-400 020

Tel: 26604706/ 26615138/26608374

**E- TENDER DOCUMENT FOR E-MODE TRANSFER OF QUESTION-PAPERS FOR
SNDT WOMEN'S UNIVERSITY**

NOTICE DETAILS

Tender Reference no.	SNDT/EXAM/ET-05/2019-20
Name of Work / Item	E- TENDER DOCUMENT FOR E-MODE TRANSFER OF QUESTION-PAPERS TO EXAMINATION CENTRES
Cost of blank tender document & Mode of Payment	Rs.3000/- (Non-refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card, at Tender Document Download Stage
EMD Amount & Mode of Payment	Rs. 50,000/- (Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card, RTGS/NEFT during Tender Document Download Stage
Pre-bid meeting and Venue of online opening of tender	S.N.D.T. Women's University, Churchgate, Mumbai - 400 020 Dated 14th October 2019 at 11.00 A.M.
Date and venue of E-Tender opening	As per E-Tender Schedule at Committee Room S.N.D.T. University, Churchgate, Mumbai- 20
Address for Communication	Director, Board of Examinations and Evaluation, SNDT Women's University, Juhu Road, Santacruz (West), Mumbai-49.
Contact Telephone & Fax Numbers	022 – 26608374,
e-Tendering Helpline Support: Monday to Friday - 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	<u>Telephone:</u> 020 - 253 155 55 <u>Email:</u> support.gom@nextenders.com

PART-I: Section:**(I): Tender Notice details.**

(i)	Tender Reference no.	SNDT/EXAM/ET-05/2019-20/
	Name of Work / Item	E-MODE TRANSFER OF QUESTION-PAPERS TO EXAMINATION CENTRES.
	Tender cost	Rs. 3,000/- (Non-refundable)* to be paid through Online Payment Mode i.e. Net Banking, Debit Card, Credit Card during Tender Document Download Stage.
	EMD Amount & Mode of Payment	Rs.50,000/- (Refundable)* to be paid through Online Payment Mode i.e. Net Banking, Debit Card and Credit Card, RTGS/NEFT during Tender Document Download Stage
	Pre-bid Meeting date and venue	Date : 14 th October, 2019 at 2 p.m. S.N.D.T. Women's University, Churchgate, Mumbai- 400 020,
	Date and Venue of e-tender opening	As per e-Tender Time Schedule at Committee Room, S.N.D.T. Women's University, Mumbai-400020.
	Address for Communication	The Registrar, S.N.D.T. Women's University, Churchgate, Mumbai-400020.
	Contact Telephone & Fax Numbers	022-26615159, 26608374
	e-Tendering Helpline Support: Monday to Friday 9.00am – 8.00pm	Telephone No.020 - 253 155 55

	Saturday 9.00am – 6.00pm	Email: support.gom@nextenders.com

*The Industry /company registered under the Micro, Small and Medium Enterprises Development Act, 2006 are exempt from payment of Tender Cost and EMD.

Section I

Invitation

The University invites e-tenders for **E-Mode Transfer of Question-Papers** to various examination centers for the examination to be held during the academic Year 2019-20. The bidders are advised to study all technical and commercial aspects, instructions, terms and conditions carefully as stated in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid. **The University reserves the right to reject the bid in whole without assigning any reason therefor.**

Specifications of requirement

1. **Type-setting of question-paper in four Languages i.e. English, Marathi, Hindi and Gujarati, wherever applicable proof-reading of question-papers.**
2. **Secured delivery of question-papers over a secured Web Link One / half an hour before the start of Examination, as per the instructions of the Director, Board of Examinations and Evaluation.**
3. **Face to view status of delivery of question-papers (Time of deliver, time of download, machine details, login details, etc.)**
4. **The question-paper should be delivered to only those examination centres whose names are communicated by the Director, Board of Examination and Evaluation from time to time.**
5. **Request to refer clauses of financial bid for more details.**

The aforesaid material/ services to be procured on the following terms and conditions :

1. **The Tender will have to give the security deposit of Rs. 50000/- (Rupees fifty thousand only) interest-free during the period of contract. The successful tenderer shall have to pay Security Deposit before entering into Contract Agreement and the said Security Deposit shall remain with the University during the period of contract.**
2. **The Tenderer shall not be entitled to sub-contract with any other party / parties. The Tenderer shall have to enter into an agreement with the SNDT Women's University at the cost of the Tenderer and shall bear the necessary stamp duty as may be applicable.**
3. **The University shall have right of termination/cessation of the contract at any stage on violation of any of the terms and condition of the Contract by the tenderer and in such case the Security Deposit shall be liable for forfeiture.**
4. **The agreement for the contract shall be governed by and interpreted in accordance with the laws in existence and within the jurisdiction of Mumbai.**
5. **The Tenderer shall have to inform the Examinations Section of the SNDT Women's University, Mumbai, whenever any uploading/downloading is to be carried out in regard to said supply of material / service and any damage arising out of the above activity shall have to be repaired by the Tenderer.**
6. **The Tenderer must cart away all the waste material immediately after the delivery of material/ service, if any, failing to do so the same will be done at the cost of SNDT Women's University and**

the charges on account shall be recovered from the Tenderer and or from the balance amount of the Security Deposit, if any.

7. The right is reserved by the University to accept or select the tender in full or part without giving reasons thereof.
8. Any defect in the material provided or deficiency in the service delivery or breach of any terms and condition shall liable for termination of the contract.

Section II Essential Qualification and Minimum Criteria for the Eligibility

1. The Bidder should have the required licenses to run the business , GST Registration and PAN under Income-Tax Act from the concerned Government Authority. A certified copy of each such Registration Certificate/License should be enclosed.
2. The Bidder should be in continuous existence in core business for the last five(5) Years. The bidder should have experience of carrying out similar work in at least two universities.
3. The Bidder should have minimum turn-over of Rs.1,00,00,000 (Rupees One Crore only) per annum out of Indian Operations for the last 3 consecutive years ending March, 2018. A certified copy of the Annual Audited Accounts duly signed by the Chartered Accountant should be enclosed for each year.
4. The company should have acquired licenses such as VAT and Service Tax, GST Registration and PAN under Income Tax Act from the concerned Government Authority. A certified copy of each such Registration Certified/License should be enclosed.
5. Demand Draft for the Earnest Money Deposit of Rs. 50000/- (Rupees fifty thousand only) drawn on any nationalised bank in the name of "The Registrar, SNDT Women's University" payable at Mumbai*.
6. In the case of purchase by open Tender of Engineering stores furniture, paper, equipment etc exceeding Rs. 300000/- earnest money in the form of Bank draft drawn on nationalized bank will invariably be demanded which will normally be demanded, which will normally be 1% or 2% of the cost of storage and mentioned in the rupees in words and figure instead of percentage.

Section III Procedure for submission of Bids

1. It is proposed to have a Two Envelop System for this Tender
 - (a) Technical Bid in one envelop
 - (b) Commercial bid in one envelop
2. Technical Bid of the Tender should be submitted in a separate sealed envelope super scribing the wordings "Technical Bid".
3. Commercial bid of the Tender should be submitted in a separate cover super scribing the wordings "Financial Bid". Commercial bid should only indicate amount/ cost.

All the two document viz. Technical Bid cover and commercial Bid cover prepared as above are to be kept in a single sealed cover superscribed with "Tender Document for E-Mode Transfer of Question-papers".

Section IV Specifications of Requirement/ Service

- 1) Online and onsite support shall be given to Examination Centres.
- 2) The security and confidentiality shall be strictly maintained.
- 3) E-Question-papers shall be delivered by Secured E-Mode transfer to the Examination Centres as per the summary provided by the Director, Board of Examinations and Evaluation.
- 4) The vender shall have to provide the proof/ report of daily downloaded question-papers at Colleges/Departments/ Institute/ Centres.
- 5) The charges, if any, for software, computer, data cards/ instruments, arrangements for electricity (UPS, generator etc.), photo-copier, printer, if any, shall be borne by the bidder.
- 6) The time management and Examination Schedule shall be strictly followed.
- 7) The payment shall be made for only those question-papers which are actually downloaded by colleges/centers/departments/ institution whose names were supplied by the Director, Board of Examinations and Evaluation to the tenderer, after satisfactory completion of examination work/ report/ and submission of proof thereof.
- 8) The University reserves its right to select or reject, any or all tenders in whole or in part without assigning any reasons therefor.
- 9) Type-setting and proof correction work shall be done as per the directives of the Director, Board of Examinations and Evaluation.
- 10) The bidder should submit to Director, Board of Examinations and Evaluation, in the form of soft copy all the data of question-papers being transferred by E-Mode to the concerned examination section, after the completion of examination work.

Section V Financial Bid

Note: Commercial offer had to be entered online only. An online form, similar to the commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation Stage where bidders would quote their offer.

Sr.no.	Particulars	Quantity	Rate
1.	Question-papers shall be delivered by E-Mode to the examination centers summary provided by the Director, Board of Examinations and Evaluation.	1.Number of Question-papers (in one year) - 5000 (appro.) 2. Number of Examination Centers - 01-50 3. The name and number of Examination Centers will be communicated by Director, Board of Examination and Evaluation, from time to time and the type-setting will be done only those question-papers and they will be delivered to only those Examination Centers as intimated by the Director, Board of Examinations and Evaluation.	Rate per Question-Paper per Examination Center.

I/we read all the terms and conditions laid down in the tender document and hereby accept and agree to abide the said terms and conditions.

Place:

Date:

Signature of Tenderer and Stamp

Section VI General Terms and Conditions

- 1. The bidder/s should adhere with all seriousness to the time schedule provided by the S.N.D.T. Women's University.**
- 2. Rates quoted by the bidder should include all local taxes, GST, Duties , Levies, transportation costs and insurance cost for the period of contract/ agreement.**
- 3. Once a contract rate is arrived at the same shall remain firm and shall not be subject to escalation during the performance of the contract, due to fluctuation in foreign currency, change in the duty/taxes structure, changes in costs related to the materials and labour or other components or for any other reason.**
- 4. The offer quoted shall be valid for a minimum period of four months from the last date for submission of offers.**
- 5. All the statutory payments on account of license fees/charges etc. payable to Municipal/Government Authority shall be the responsibility of the tenderer.**
- 6. Octroi Duty, if applicable, will be made at actual, on production of suitable evidence of payment by the tenderer.**
- 7. Terms of payment :**
The payment shall be made after receipt of material/ service in good condition and after inspection and successful installation at the designated place / satisfactory delivery of service, against advance stamp receipt. No payment shall be made for the defective goods or deficiency in the service provided.
- 8. Penalty to the maximum 10% of the contract value shall be levied for the delay in supply of the material or deficiency in the service.**
- 9. Standard Terms and Conditions shall be applicable, as laid down in Appendix III and Proforma Agreement as per Appendix IV to the Accounts Code.**
10. Incomplete tender/conditional tender will not be accepted.
11. The University reserves the right to select or reject any or all tenders in whole or in part without assigning any reasons therefor.
12. All documents submitted shall be duly attested otherwise the tender will be rejected.
13. The bidder shall be required to deposit 5%of the total cost as Security Deposit with the University if the work is assigned.
14. The bidder should quote rates/cost for providing services for one year. The decision in respect of assigning the work for one year will be decided by competent authority.
15. Rate quoted by the bidder should include all local taxes, GST, duties, levies, Octroi transportation cost and insurance cost, if any, and will not be altered for one year from the date of issue of purchase order/ work order.
16. The bidder will have to submit an undertaking on a Non-Judicial Stamp Paper stating that, the security, confidentiality, time management shall be maintained as per Examination schedule and

terms of acceptance mentioned in the work order, failing to do so shall cause appropriate action shall be initiated as per rules.

17. The University reserves right to schedule a site visit.

List of Documents to be uploaded :

1. Scanned and certified copy of Name and Address (Company profile such as detailed information about Institution (Agency), name of proprietor, telephone numbers. In case of partnership firm – name and address of the partners and copy of Partnership Deed.
2. Scanned and certified copy of Registration/Shop and Establishment License /Certificate of Dealership/ Certificate of incorporation whichever is applicable.
3. Scanned and certified copy of GST Certificate with latest return.
4. Scanned and certified copy of PAN Card.
5. Scanned and certified copy of the Annual Audited Accounts of the last three years duly signed by the Chartered Accountants. **(ITR will not be considered.)**
6. Scanned and certified copy of the Work Experience Certificates for continuous existence in core business for last five years. (One certificate per year. No purchase orders will be considered.)
7. Scanned copy of list of clients for last five years.
8. Scanned copy of the MSME Certificate, if exemption from the tender cost and EMD claimed.
9. Scanned and certified copy of the tender document with stamp, seal and signature of the authorised representative.
10. Undertaking as Annexure – I

E-TENDER TIME SCHEDULE

Please Note: All bid related activities (Process) like tender Document Download, Bid Preparation, and Bid Submission will be governed by the time schedule given under Key Dates below:

Sr. No.	Activity	Performed by	Start		Expiry		Duration
			Date	Time	Date	Time	
1	<i>Release of Tender</i>	<i>Department</i>	08-10-2019	11.00hrs	09-10-2019	18.00hrs	----
2	Tender Download	Bidders	09-10-2019	18.01hrs	17-10-2019	17.00hrs	11 Day(s)
3	Bid Preparation						
4	<i>Superhash Generation & Bid Lock</i>	<i>Department</i>	17-10-2019	17.01hrs	18-10-2019	17.00hrs	01 Day(s)
5	Control Transfer of Bid	Bidders	18-10-2019	17.01hrs	22-10-2019	17.00hrs	05 Day(s)
6	<i>Envelope 1 Opening</i>	<i>Department</i>	23-10-2019	11.00hrs	24-10-2019	17.00hrs	__ Day(s)
7	<i>Envelope 2 Opening</i>						

**Dates mentioned here are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial bids shall be notified in 'Press Notice / Corrigendum' Section on the e-Tendering sub portal of the department before opening of the same.*

INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS:

The bidders are requested to familiarize themselves with the use of the E-Tendering portal of Government of Maharashtra well in advance.

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**: **<https://allgom.maharashtra.etenders.in>**

The Contractors participating first time for e-Tenders on GOM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on **<https://maharashtra.etenders.in>**

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of tender document through on-line modes of payment such as net banking, debit card, credit card, NEFT/RTGS during tender document download stage. This payment will not be accepted by the department through any offline modes such as cash, cheque or demand draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs.1092/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GOM e-Tendering Help Desk on number: **020 - 25315555 (Pune Helpline)**, , Email: support.gom@nextenders.com.

For a bidder, online bidding process consists of following 3 stages:

- 1. Online Tender Document Purchase and Download*
- 2. Online Bid Preparation*
- 3. Online Bid Submission*

All of 3 stages are mandatory in order for bidders to successfully complete Online Bidding Process.

3

PURCHASE AND DOWN LOADING OF TENDER FORM:

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of <https://maharashtra.etenders.in> on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by making payment through on-line payment modes i.e **Net Banking, Debit Card and Credit Card/NEFT/RTGS** Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder proceed further for next stage resulting in his/her elimination from Online Bidding Process.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Note - The Tender form will be available online only. Tender forms will not be sold / issued manually from SNDT Women's University office.

PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected.

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded. These documents need to be digitally signed by individual contractor's digital signature and uploaded during **Online Bid Preparation stage**.

The list of documents for Technical Envelope is as follows:

Sr. No.	List of Documents	Compulsory / Additional
1.	Certified Scan copy of SGST/CGST Registration no.	
2.	Certified Scan copy of PAN and required valid permission	
3.	Certified Scan copy of Services / Experience Certificate	
4.	Certified Scan copy of detailed information about Institution (Agency), name of proprietor, telephone no. In case of partnership firm- name and address of the partners and copy of Partnership Deed.	
5.	Certified Scan copy of Certified Turn over	
6.	Certified Scan copy of List of clients(Out of Which work Experience in two University is Compulsory)	
7.	Certified Scan copy of valid Shop License.	

COMMERCIAL BID

Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data.

All financial offers must be prepared and submitted online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation stage**).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well

as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.

05

OPENING OF TENDERS :

The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure only in the presence of bidders.

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.

TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded.

Decision of the tender opening authority shall be final in this regard.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

B) ENVELOPE NO. 2 :- (Financial Bid)

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only. The tendered rates shall then be read out in the presence of bidders who remain present at the time of opening of **Price Bid**.

06

SECTION I: Essential Qualification & Minimum criteria for the Eligibility

- A. The tenderer should have the required licenses to run the business GST registration and PAN under Income Tax Act from the concerned Government Authority. A certified copy of each such Registration Certificate/ License should be enclosed.
- B. The Tenderer should be in continuous existence in core business of the last five (5) Years.
- C. The Tenderer should have minimum turnover of Rs.1,00,00,000 (Rupees One Crore only) per annum out of Indian Operations for the last 3 consecutive years. A Certified copy of the Annual Audited Accounts duly signed by the Chartered Accountant should be enclosed for each year.

TENDER FORM FEES:

The Tender form, conditions of contract, specifications of the work/Item, can be downloaded from the University website i.e. www.sndt.ac.in The payment of the same shall be Rs. 1000/- (per set) **(Non-refundable)** and require to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card, NEFT/RTGS during Tender Document Download Stage.

EMD:

Rs. 50,000/- (Refundable) to be paid through Online Payment modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.

(The bidders are advised to apply for the refund of their EMD amount within a month, if they are not selected.)

07

STANDARD TERMS & CONDITIONS FOR AGREEMENT / TENDER DOCUMENT

By accepting the Standard Form of an agreement (hereinafter referred to as "the agreement") the Contractor accepts the Terms and Conditions included herein, unless the Contractor notifies his objections.

1. Changes / Amendments:

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the contractor for adjustment under this clause shall be deemed waived unless

asserted in writing within ten (10) days from receipt by the Contractor of notice of change (amendment order).

2. **Force Majeure:**

If any service is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the contract or to execute the same from another Contractor and to charge the defaulting contractor for any loss incurred in this transaction. The University shall have the right to refuse unsatisfactory service if the contractor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Contractor's reasonable control, the University, at its option, may elect to service to pay such proportion of the contract price as it deemed reasonable.

3. **Inspection and Acceptance**

All services covered under the contract may be inspected and tested by the University or its representatives at Contractors cost. If deemed necessary by the University, the Contractor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Service covered by this agreement shall be made available to the University during the performance of the order.

If any service covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Contractor:

- (a) rescind the contract as to such non-conforming Service;
- (b) accept such service at an equitable reduction in price;
- (c) reject such non-conforming service and require the delivery of suitable replacements.
- (d) If the contractor fails to improvise the shortcomings in the

performance promptly, the university, with notice of seven business days, may replace or correct such Service and charge the contractor the additional cost occasioned thereby, or terminate this order by default. No inspection (including source inspection) test, approval (including design approval) or acceptance of service shall relieve the contractor from responsibility for defects in the performance of contract or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

04. **Indemnity**

The contractor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the Contractor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its counsel at its own expense.

05. **Assignment / Subcontracting/subject**

The contractor shall not assign the contract received; any rights under this agreement or to become due hereunder neither delegated nor subcontracted/sublet any obligations or work here under..

06. **Cancellations**

The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Contractor, effective when sent, in the event that the Contractor:

- (a) fails to comply with any term or condition of this order including, but not limited to, delivery terms: or
- (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets: or
- (c) files a voluntary petition in bankruptcy : or
- (d) has had filed against it an involuntary petition in bankruptcy

which remains in effect for thirty (30) days: or
(e) voluntarily ceases trading: or
(f) merges with or is acquired by a third party: or
(g) Assigns any of its rights or obligations under the Order to a third party without the university's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Contractor in writing fax or email of such cancellation effective and sent and the Contractor shall thereupon transfer title and deliver to the university such work in progress or completed service as may be requested by the university. The University shall have no liability to the Contractor beyond payment of any balance owing for Service purchased hereunder and delivered to and accepted by the university prior to the Contractor's receipt of the notice of termination, and for work in progress requested for delivery to the University.

07. The vendor as in an Independent contractor:

The vendor shall perform the obligation of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the university. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.

08. Compliance with Laws:

By acceptance of this agreement, the contractor agrees to comply with the requirements of all the existing laws. The contractor also agrees to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Contractor's performance hereunder. The Contractor further agrees to

indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Contractor's failure to comply with any laws, ordinance, regulations and codes. The laborers engaged shall be paid minimum wages as due & admissible with the difference if any due on revision by the contractor.

09. **Law of the Contract:**

This agreement shall be governed by and interpreted in accordance with the laws in existence and the jurisdiction of the Mumbai.

Annexur-1

Undertaking: (Separately on letter head of the company)

I age..... years residing at

..... by way of this
undertaking

do hereby solemnly affirm and declare that I.....
Partner /

Director of the firm and
submitting the

tender for the e-tender for..... The documents, I have submitted are true and correct. I
further solemnly

affirm that there is no incorrect or misleading or incomplete information submitted in the documents. If
the incorrect or misleading or incomplete information found in the documents, I will be responsible for
the legal consequences and eligible for legal action. I also declare that any Government /Semi
Government organization /state recognized universities has not blacklisted our firm/company.

**Bidders Signature with
Seal**

Note- Scanned Copy of undertaking shall be uploaded/attached. The successful bidder shall submit
original copy before acceptance offer.

Agreement: (Separately on letter head of the company)

ARTICLES OF AGREEMENT This AGREEMENT made on _____ Day of _____ 2017 And BETWEEN S. N. _____ D.

T. Women's
University, Mumbai - 400 020, a body corporate governed by Maharashtra
Public University Act, 2016 through its Registrar (hereinafter referred to as 'the
University') Of One Part.

_____, Mumbai- (hereinafter referred to as 'the Bidder', which
expression shall,

where the context so admits or implies, be deemed to include his heirs, executors and
Part. WHEREAS the University is desirous
administrators), of the Other of

_____ (hereinafter referred to as the "said work") as shown
and

indicated in the Specifications and Bill of Quantities (BOQ) which are parts of
the Tender document. AND WHEREAS the University invited Tender
for the purpose of

awarding the said work. AND WHEREAS the Bidder submitted his tender for the said
and accepted by the University. AND
work which has been considered WHEREAS

the University has placed the work order No _____ dated _____

communicated his
and the Bidder has acceptance of the said work order. AND WHEREAS

the Bidder has agreed to execute the said work estimated to Rs. at the
item rate mentioned in his Acceptance letter and has deposited

Rs. as initial security deposit for due performance of the Agreement, with
due knowledge that this amount will be forfeited if the Bidder fails to comply
with the conditions of this Contract.

Signature with seal and date:

- 1) The following documents shall form the parts of this Agreement and parties hereto shall abide the same: a. B-2 form Item rate tender and contract for works b. Bill of Quantities c. Annexure-A & B d. All additional terms and conditions mentioned in the Tender Document sold as blank Tender Form and subsequently submitted by the Bidder while submitting his offer. e. Letter of Negotiations. f. Work Order. 11
- 2) In consideration of the payments to be made to the Bidder, he shall subject to the conditions of this Agreement, Tender Document and as per the common set of conditions execute and complete the said work.
- 3) The University shall pay the Bidder such sums as shall become payable, hereunder at the times and in the manner specified in the Tender Document.
- 4) The Bidder shall at the first instance and at his own cost and expenses, arrange for all the material whatsoever, necessary for the said work and also tools, instruments, machinery etc. whatsoever, necessary for the same and in case, any material is rejected by the University, the Bidder shall forthwith, at his own expenses replace the same with the quality material duly approved by the University.
- 5) The Bidder shall not on any account, whatsoever; sublet the said work, in part or in full, except with the previous approval of the University.
- 6) The Bidder shall remain liable to and shall indemnify the University in respect of all causes or actions, claims, damages, compensations, or charges and expenses arising out of any accident or injury, sustained by any workman or any other person while executing the said work.
- 7) The workers employed by the Bidder for providing the said services shall be the employees of the Bidder and not of the University.
- 8) The Bidder shall be solely responsible for the selection, appointment of the workers and for disciplinary action, if any, against his workers.
- 9) If any worker employed by the Bidder causes any damage to the property of the University, the Bidder shall make good the loss suffered by the University.
- 10) The University shall not be responsible for any claim arising out of any loss or injury caused to the workers employed by the Bidder for carrying out the said work.
- 11) The Bidder shall be responsible for payment of wages to each worker employed by him pursuant to this Agreement regularly and according to the rates of wages prevailing in the market or as fixed by the Government, from time to time.

12) The Bidder shall observe and perform all the requirements of applicable laws and shall comply with all provisions of Contract Labor (Regulation and Abolition) Act 1970, ESI Act, 1948. Minimum Wages Act, 1948, Payment of Bonus Act, 1965 and other Acts applicable to the Bidder for the time being in force. The Bidder shall indemnify and keep indemnified the University against any loss, costs, charges or expenses, suffered or incurred by the University on account of breach thereof by the Bidder.

13) All disputes arising out of or in connection with this Agreement shall be deemed to have arisen in Mumbai and only the Courts in Mumbai shall have the jurisdiction to determine the same. IN WITNESS WHEREOF both the parties hereto have set their hands, the date and year hereinabove mentioned. For and on behalf of Registrar The Bidder S.N.D.T. Women's University. -----

Witnesses:

Signature with seal and date:

