



**SHREEMATI NATHIBAI DAMODARTHACKERSEY  
WOMEN'S UNIVERSITY**

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**E-TENDER FOR CONTINUOUS COMPUTER STATIONERY FOR SNDT  
WOMEN'S UNIVERSITY**

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

1.	Tender Reference no.	SNDT/EXAM/ET-02/2017-18/11
2.	Name of Work / Item	<b>CONTINUOUS COMPUTER STATIONERY</b>
3.	Tender cost	Rs. 2,000/- (Non-refundable) to be paid through Online Payment Mode i.e. Net Banking, Debit Card, Credit Card during Tender Document Download Stage.
4	EMD Amount & Mode of Payment	Rs.10,000/- (Refundable) to be paid through Online Payment Mode i.e. Net Banking, Debit Card and Credit Card, RTGS/NEFT during Tender Document Download Stage
5	Pre-bid Meeting date and venue	13/10/2017 at 11.30 a.m. at Pariksha Bhavan, SNDT Women's University, Juhu Road, Santacruz (West), Mumbai-49.
6	Date and Venue of e-tender opening	As per e-tender schedule at Committee Room, S.N.D.T. Women's University, Juhu Road, Santacruz (West), Mumbai-49.
7	Address for Communication	Director, Board of Examinations & Evaluations, S.N.D.T. Women's University, Juhu Road, Santacruz (West), Mumbai-49.
8	Contact Telephone & Fax Numbers	022-26615159, 26603259, 26604706
9	e-Tendering Helpline Support:  Monday to Friday – 09:00 AM - 08:00 P.M. Saturday - 09:00 A.M. - 06:00 P.M.	<u>Telephone:</u> 020 - 253 155 55 <u>Email:</u> support.gom@nextenders.com

(ii) **Invitation** The University invites e-tender for Continuous Computer Stationery for S.N.D.T Women's University. The Bidders are advised to study all technical and commercial aspects, instructions, terms and conditions carefully 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 thereof.**

(iii) **Specifications of requirements** **A) Specification of 15 x 12 x 1 & 15x12x2**  
**1. Quality of paper : 80 gsm white papers**  
**2. Computer Stationery shall be delivered to the computer centre of University**  
**Packing shall be of 1,000 sheets in each box mentioning the details on the top.**

(iv) **Essential Qualification & 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 of the last five (5) Years. The bidder should have carried out work of at least 2 universities.
3. The Bidder should have minimum turnover of Rs.24,00,000/- (Rupees Twenty Four Lakh Only) per annum out of Indian Operations for the last 3 consecutive years ending March, 2016. A Certified copy of the Annual Audited Accounts duly signed by the Chartered Accountant should be enclosed for each year.

**List of Documents to be uploaded Compulsory:**

1. Scanned and certified copy of Name and address (Company profile such as 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.

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 last three years duly signed by the Chartered Accountant. **(ITR will not be considered.)**
6. Scanned and certified copy of the Work experience certificates from the vendors for continuous existence in core business for last five years. (One certificate per year. No purchase orders please.)
7. Scanned copy of list of clients for last five years.
8. Scanned copy of the MSME certificate, if any
9. Scanned and certified copy of the tender document with stamp, seal and signature of the authorized representative
10. Undertaking as Annexure-I

(v)	Financial Bid		The details of the work to be carried out as under:-		
	Sr. No	Particulars	Quantity	Rate per box/ Ream Rs.	Total Rs.
	1)	Printing of Continuous Computer Stationery as per approved sample 80 GSM 15x12x2 15x12x1	50 reams 100 reams		
		10x12x1 10x12x2	100 reams 50 reams		
		Taxes			
				TOTAL	

**(vi) Terms and Conditions:**

1. Incomplete tender/conditional tender will not be accepted.
2. The University reserves the right to select or reject one or all tenders in whole or in part without assigning any reasons there for.
3. All documents submitted shall be duly attested otherwise the tender will be rejected.
4. The Bidder shall be required to deposit 5% of the total cost as Security Deposit with the University if the work is assigned.
5. The bidders should adhere with all seriousness to the time schedule provided by the S.N.D.T. Women's University.
6. 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.
7. Once a contract rate is arrived at, the same shall remain in force and it shall not be subject to any escalation during the performance of the contract due to fluctuations in foreign currency, change in the duty/tax structure, changes in costs related to the services and labour or other components or for any other reason.
8. The offer quoted shall be valid for a period of 3 months from the last date for submission of offers.
9. The vendor will have to submit Rs.100/- Non-Judicial Bond stating that the security, confidentiality, time management shall be maintained as per Examination schedule and terms of acceptance mentioned in the said letter, failing to cause appropriate action shall be initiated as per rules.
10. All the statutory payments on account of license fees/charges etc payable to Municipal/Government Authority shall be the responsibility of the Bidder.
11. 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, as per the rules prescribed in the New Maharashtra Universities Act, 2016 and the Maharashtra University /Accounts Code/Purchase Procedure-2016.
12. The University reserves right to schedule a site visit.

**(vii) Standard terms & condition 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.

**4. Indemnity**

The contractor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defense 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.

**5. 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 hereunder.

**6. 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.

**7. 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.

**8. 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 labours engaged shall be paid minimum wages as due & admissible with the difference if any due on revision by the contractor.

**9. 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.



**PART-II:**

**01. 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	
			Date	Time	Date	Time
1	<i>Release of Tender</i>	<i>Department</i>	<i>07-10-2017</i>	<i>11.00</i>	<i>09-10-2017</i>	<i>14.00</i>
2	<i>Tender Download</i>	<i>Bidders</i>	<i>09-10-2017</i>	<i>14.01</i>	<i>23-10-2017</i>	<i>17.00</i>
3	<i>Bid Preparation</i>					
4	<i>Superhash Generation &amp; Bid Lock</i>	<i>Department</i>	<i>24-10-2017</i>	<i>11.00</i>	<i>24-10-2017</i>	<i>17.00</i>
5	<i>Control Transfer of Bid</i>	<i>Bidders</i>	<i>24-10-2017</i>	<i>17.01</i>	<i>27-10-2017</i>	<i>11.00</i>
6	<i>Envelope 1 Opening</i>	<i>Department</i>	<i>27-10-2017</i>	<i>12.00</i>	<i>28-10-2017</i>	<i>17.00</i>
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.

## **02. 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 and credit card 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 – 3018 7500 (Mumbai Helpline)**,  
**Email:** [support.gom@nextenders.com](mailto: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**

#### **PURCHASE AND DOWNLOADING 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, Credit Card, RTGS/NEFT**. 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 SNTD 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**

**1. 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](http://www.sndt.ac.in) in the payment of the same shall be Rs. **2,000/- (Non-refundable)** and require to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Tender Document Download Stage.

**2. EMD:**

**Rs.10,000/- (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.)

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 to be uploaded	Compulsory
1.	Scanned and certified copy of Name and address (Company profile such as 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.	
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 last three years duly signed by the Chartered Accountant. <b>(ITR will not be considered.)</b>	
6.	Scanned and certified copy of the Work experience certificates from the vendors for continuous existence in core business for last five years. (One certificate per year. No purchase orders please.)	
7.	Scanned copy of list of clients for last five years.	
8.	Scanned copy of the MSME certificate, if any	
9.	Scanned and certified copy of the tender document with stamp, seal and signature of the authorized representative.	
10.	Undertaking as Annexure-I	

## **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.

## **ONLINE BID SUBMISSION**

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

### **03. INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION**

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

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.

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of **Bid Preparation**, the bidder is required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidder will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of **Bid Preparation** should be completed within the pre-scribed schedule given for bid preparation.

After **Bid Preparation**, the bidder is required to complete **Bid Submission** activity within pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) 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 commencing **Online Bid Submission** stage of the tender schedule.

Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the bidder is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit for Bidders** section of <https://maharashtra.etenders.in>

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The bidders should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Any amendment to the tender will be placed on sub portal of the Department, who have invited the bids, on e-tendering portal of the Govt. of Maharashtra. The bidder will not be communicated separately regarding the amendment.

#### **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 authorised 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.

#### **A) TECHNICAL ENVELOPE (T1):**

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

At the time of opening of technical bid the bidder 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 bidder 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 bidder.

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 bidder'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**.



**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 Supply of..... 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 on award of work)**

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 administrators), of the Other Part. WHEREAS the University is desirous 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 work which has been considered and accepted by the University. AND WHEREAS the University has placed the work order No ..... dated ..... and the Bidder has communicated his 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.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

- 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 for and on behalf of Registrar The Bidder S.N.D.T. Women's University. -----

Witnesses:

