

कोटा विश्वविद्यालय, कोटा

महाराव भीमसिंह मार्ग, कबीर सर्किल के पास, कोटा

निविदा संख्या 11623 में क्र.सं. 01 – बिजली सम्बन्धी सामानों की आपूर्ति हेतु निविदा प्रपत्र

निविदा सूचना संख्या-एफ-4 ()/सा.प्र./निविदा/कोविको/2015/11623

दिनांक: 24/09/15

कार्य का नाम	: बिजली सम्बन्धी सामानों की आपूर्ति हेतु वार्षिक दर अनुबन्ध
निविदा कार्य की अवधि	: एक वर्ष
निविदा शुल्क	: रू. 200/-
धरोहर राशि	: रू. 4000/- (अक्षरे रू. चार हजार मात्र)
निविदा विक्रय की तिथि	: दिनांक: 28/09/15 दोपहर 12.00 बजे से दिनांक: 04/10/15 सांय 5.00 बजे
निविदा जमा करने की तिथि	: दिनांक: 05/10/15 समय दोपहर 2.00 बजे तक
निविदा खोलने की तिथि	: दिनांक: 06/10/15 समय सांय 3.00 बजे

कुलसचिव
कोटा विश्वविद्यालय, कोटा

निविदा प्रपत्र

(निविदाकार द्वारा भरकर लिफाफे में सीलबंद कर रखने हेतु)

- निविदा प्रस्तुत करने वाली फर्म का नाम
एवं पता
दूरभाष नम्बर
- संदर्भ निविदा सूचना क्रमांक
.....
- निविदा प्रपत्र शुल्क की राशि रेखांकित बैंक ड्राफ्ट संख्या दिनांक: संलग्न किया जा रहा है।
- हम कोटा विश्वविद्यालय द्वारा जारी की गई निविदा सूचना संख्या दिनांक:
..... में वर्णित सभी शर्तों से तथा संलग्न शीट में दी गई उक्त निविदा सूचना की अतिरिक्त शर्तों से बाध्य होना स्वीकार करते हैं। इनके सभी पृष्ठों पर उनमें उल्लेखित शर्तों को हमारे द्वारा स्वीकार किए जाने के प्रमाण में हमने हस्ताक्षर कर दिए हैं।
- फर्म द्वारा आदेश प्राप्त करने के दिनांक से 07 (सात) दिवस की अवधि के भीतर कार्यादेश में वर्णित दरों एवं शर्तों के अनुसार कार्य प्रारम्भ किया जावेगा।

निविदादाता के हस्ताक्षर मय मोहर

6. उद्धृत की गयी दरें दिनांक: से तक एक वर्ष की अवधि के लिये विधि मान्य है।
इस अवधि को पारस्परिक सहमति के आधार पर बढ़ाया भी जा सकता है।
7. धरोहर राशि रू. का बैंक ड्राफ्ट/बैंकर्स चैक संख्या दिनांक:.....
. संलग्न किया जा रहा है।

निविदादाता के हस्ताक्षर मय मोहर

UNIVERSITY OF KOTA, KOTA

Financial Bid

Name of work :- Supply of Electric item
 Name of Contractor & Address:-

 Tender Amount:-
 Work Completion Period:- One Year

G-Schedule Annexure (PART-A) **ELECTRIC ITEMS**

S.No.	Items	Qty.	Rate	Per	Amount
	6A DELITE SWITCH				
	Delite 1 Way Switch				
	Delite Bell Push				
	6A SOCKETS				
	2 Pin Socket				
	3 Pin Socket				
	2IN 1 Socket				
	Multipurpose Socket				
	Combination Socket 6,13 240 V~				
	DIMMERS & REGULATORS				
	16 A POWER SWITCH				
	1 Way Switch				
	16 A POWER SOCKET				
	3 Pin Socket				
	Twin Socket				
	2 Pin Top				
	Male Female 2 Pin Top				
	6A 3 Pin Top				
	16A 3 Pin Top				
	3 Pin mini Multipurpose Adaptor for 6,10 & 13A				
	Batten Holder				
	Angle Holder				
	Ora Batten Holder				
	Ora Angle Holder				
	SUPPORTING ACCESSORIES				
	Smart Ding Dong Bell				
	Milano Ding Dong Bell				
	Della Ding Dong Bell				
	Orix Electronic Bell (Multi tune)				
	Omega Electronic Bell (Multi tune)				

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6A Della Extension cord 2 Pin (7 MTR)				
16A Ora Extension cord 3 Pin (4 MTR)				
SWITCH MODULES				
6A. One Way Switch [ISI]				
6A. Two Way Switch [ISI]				
6A. Bell Push [ISI]				
16A. One Way Switch [ISI]				
16A. Two Way Switch [ISI]				
6/16A. SOCKET MODULES				
6A. 2 Pin Socket				
6A. 5 Pin Shuttered Socket.				
6A. 5 Pin Socket without Shutter				
6A. 5 Pin Socket without Shutter JP				
6/16A. Multi Shuttered Socket [ISI]				
FAN REGULATORS				
MCB & MOTOR STATTER				
MCB Modular 6Amp. To 32 Amp.				
16.00A-25.00A (Suitable for 2 Ton AC)				
Regulator 250W				
Regulator Step Switch Type				
Regulator Step Socket Type				
1 Way Switch 16A. (Zolat/Zim) [ISI]				
2 Way Switch 16A. (Zolat/Zim) [ISI]				
Socket 6x16A. (Zolat/Zim) [ISI]				
S.S. Combined [ISI]				
S.S. Comb. With box (Zolta) [ISI]				
S.S. Comb. With box (Zim) [ISI]				
5-IN-1				
5-IN-1 with box				
ANGLE BATTON HOLDER				
Sleek (Plastic Ring)				
Zim (Sheet Ring) [ISI]				
Brite (Aluminium Ring)				
Pride (Pipe Ring)				
Jumbo Batton [ISI]				
BURFI HOLDER				
Cozy				
PENDENT HOLDER				
Hero-Royal				
Skirt Pendent Holder				
PENDENT ADOPTER				
Hero-Royal				
BAKELITY & PORCELAIN				
16 Amp. Switch [ISI]				

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16 Amp. Socket [ISI]				
6 Amp. Switch [ISI]				
6 Amp. Socket (3 Pin) [ISI]				
MULTI PLUG (6 & 16 AMP.)				
5 Pin 6 Amp.				
5 Pin 6 Amp.				
5 Pin 16 Amp.				
2 PIN TOP (2 AMP.)				
TUBE HOLDER & BASE (Rates per Box)				
Tube Holder				
Tube holder New				
IRON ELEMENTS				
450 Watt.(with Sheet)				
600 Watt. (with Sheet)				
750 Watt. (with Sheet)				
Light Weight (Alum.)				
Light Weight (Copper)				
GANG BOX				
1 Way				
1x1 Way= 2 Way				
2x1 Way= 3 Way				
3x1 Way= 4 Way				
4x1 Way= 5 Way				
5x1 Way= 6 Way				
6x1 Way= 7 Way				
1 Way 16 Amp.				
2 Way 16 Amp.				
Loose Box (Comb.)				
Loose Box (5-in-1)				
2x2 Way				
STARTERS				
Sleek				
Cozy				
Zen				
Nice				
REGULATOR / DIMMER				
600w D/Cut Plate				
1000w D/Cut PlatPe				
EXTENSION CORD				
Gold (2x4)				
Zolta (2x8)				
Zim (16Amp.) (3x4)				
MCB upto 240/415V.50Hz				
SINGLE POLE [ISI]				
SINGLE POLE NEUTRAL				
DOUBLE POLE				

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TRIPLE POLE [ISI]				
TRIPLE POLE NEUTRAL				
FOUR POLE				
ISOLATORS				
SINGLE POLE (40A) (63A)				
DOUBLE POLE (40A) (63A)				
TRIPLE POLE (40A) (63A)				
FOUR POLE (40A) (63A)				
CHANGE OVER				
DOUBLE POLE (25A) (40A)				
FOUR POLE (25A) (40A)				
ELCB (Earth Leakage Circuit Breaker)				
DOUBLE POLE (40A) (63A)				
FOUR POLE (40A) (63A)				
MCB's DISTRIBUTION BOARD (pvc)				
1 Way or 2 Way				
3 Way or 4 Way				
A.C. BOX (PLUG & SOCKET IN sheet enclosure without MCB's)				
SP 20A (M.S. BODY)				
SP 20A (M.S.BODY) ECONOMY				
MAIN SWITCH (D.P. & T.P.) DEEP DRAWN				
16A. 240V DP (Mini)				
16A. 240V DP				
16A. 415V TP				
16A. 415V TPN				
32A. 240V DP (Mini)				
32A. 240V DP				
32A. 415V TP				
32A. 415V TPN				
63A. 240V DP				
63A. 415V TP				
63A. 415V TPN				
100A. 415V TP				
100A. 415V TPN				
200A. 415V TP				
200A. 415V TPN				
TUBE LIGHT FITTINGS (WITHOUT TUBE)				
Gold				
Compact Zim				
TUBE LIGHT FITTING Vpit (WITHOUT TUBE)				
Compact Zolta				
Compact Lycon				
Indoor Decorative Fitting (WITHOUT TUBE)				
Fixture fitted with Electronic Ballast (Slim Phatti)				

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	CHOKES				
	Gold/ Compact Zim- 40W Ballast Aluminium				
	Compact Zolta- 40W Ballast Copper				
	Compact Lycon- 40W Ballast Copper [ISI]				
	Zim / Bang- Electronic Slim Ballast 36/40 W (New Circuit)				
Bajaj/Philips/Corptan/R.R/made & ISI 9001 mark					

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UNIVERSITY OF KOTA, KOTA

TERMS AND CONDITIONS FOR WORKS

The following conditions will be the part of tender document for the electrical works to be done through open tender. The contractor (s) / firm will be bound with these conditions.

1. The registered electrical contractor in government of appropriate class having prior experience of such work may participate in tender process. The contractor must have the proof of registration before filling the tender form and must attach photocopy of it with the tender form. If proof not attached, the tender form shall be rejected automatically even if he is 1st lowest.
2. The contractor must have executed similar Govt. one work of value 70% of the estimated cost or two works of 50% of the estimated cost or 3 works of 40% of the estimated cost, each in past three years. The tenderer is required to have the previous experience of the related work before filling of tender copy & must attach the proof of same.
3. The contractor has to use items of UOK choice out of the approved makes of specified group i. e. the department will select the make & model out of the various makes of a Group given in G-schedule and of his own i. e. contractor choice.
4. The successful contractor after of work order has to use original products / items of approved make and selected by the Estate Electrical Department of UOK. If any of the items used found fake / duplicate, the work order will be cancelled, items will be seized, earnest money will be forfeited, and contractor will be black listed.
5. To ensure quality of work, OIC (Elect) and Estate Officer can ask the contractor to show the original bills etc. about the purchase of items. The contractor has to purchase all items from the manufacturer or the authorized of the items.
6. The total volume / quantity of work may vary as per requirement, due to change in location, due to other factors occurring during course of work, The payment will be made as per actual measurement and not equal to the G-schedule amount.
7. The old items installed presently, e.g. old cables, MCB, switch socket, tube rod, electronic ballast, wires, switch board etc will be removed by the contractor and he will handover all items to the Estate Elect. Department (weather items are working or not working). The cost of this work will be inclusive in G-schedule amount. No additional payment will be made for removal of old fixtures. Tender quote his rate keeping this fact.
8. Contractor has to provide at one technical / supervisor person during execution of work who will be responsible for day to day work. He should have technical knowledge of electrical installation otherwise necessary deduction shall be made as per minimum wage act.
9. Contractor has to provide at least one electrician and one helper round the clock for attending any fault. He may be asked to attend any faults. Otherwise necessary deduction shall be made as per minimum wage act as applicable.
10. All parts and unused scraps value will be recovered by the contractor as per market rate.
11. Contractor has to ensure the decorum / discipline as per University norms otherwise necessary penalty shall be imposed by the OIC (Elect.) and Estate Officer.
12. The contractor has to submit the proof of "Registration, PAN card, Sale Tax Clearance", Experience & has to attach all these with completed filled shall be cancelled even if 1st lowest.
13. The rates including all T& P and scaffolding material.
14. The rates including all heights.
15. The rates cover protection of all place and things including cleaning and such place and things of all dropping of material.
16. The rates will be same for all deviations in quantity of work: even the quantity may increase or decrease.
17. Conditional tender shall not be considered.

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18. In the case of any typographical error in miss print in nomenclature the PWD BSR (Electrical) – 2013 original / without any amendment shall be binding and final.
19. PWF & AR from No. 100 shall be the part of this tender document.
20. G-schedule rates are based on PWG BSR 2013 (Electrical) original without any variation/ amendment. PWER will be the part of this tender document.
21. Additional term and conditions for payment and execution of work will be strictly as per the condition of contract mentioned in PWF & AR & BSR 13.
22. The University has the right to cancel any bid without assigning any reason,
23. The payment of the work will be made as per the actual measurement of each item submitted by the contractor and verified by UOK Estate authority. The payment shall be released on minimum 10 % of the G-schedule work.
24. The work shall be completed as per specification/ requirement within the give time period. Otherwise necessary deduction will be made from the final payment as per provision of PWF & AR.
25. The contractor will take shutdown from Estate Department & will work under off load conditions.
26. The contractor himself will be responsible for any damage / loss due to any accident / incident or electric shock happens. Contractor cannot claim for any kind of loss of material / man / financial loss. Contractor should depute expert, skilled and qualified man power for works. And should take all safety majors as per JVVNL (R.S.E.B. Safety Rules & Regulations.)
27. Any damage caused to property of UOK during working or due to mistake of contractor, the same will be repaired / replaced by the contractor to its original conditions. At its own cost.
28. The contractor will require to deposit a sum of 10 % amount in from S.D. or will be deducted from total payment amount as, this 10% S.D. shall have 2% EMD adjusted & 3% amount shall be deposited as performance guarantee before start of work.
29. Tax deductions-
 - (I) Income Tax/Service Tax /Labour Cess/VAT as applicable will be deducted from bills and directly paid to the government department by UOK.
30. The guarantee period for the items will be equal to the guarantee provided by the manufacturer if it is higher than one year. Otherwise the guarantee period for all works and items to be installed will be one year's minimum
31. Penalty Clause- The maximum penalty up to 10 % of bill amount may be imposed delay in works on the part of contractor / firm as per the conditions agreement.
32. Agreement- The firm / contractor has to sign an agreement within 10 days from the issue of the work order in prescribed format. As per GFR
33. Tender Fee & Earnest Money- The firm has to pay the required tender fee tender copy and earnest money amount to be submitted with the tender (amount as specified in tender form / G-schedule) by DD as per rules payable to Rajasthan Technical University, Kota.
34. The tender copy may be received from Estate Office after payment of tender fee and the filled tender is to be inserted in the sealed tender box at the estate office.
35. Raj. Transparency in public procurement rules 2013 shall be applicable in terms of conditions of tender & contract.

Comptroller of Finance

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UNIVERSITY OF KOTA, KOTA

M.B.S. Marg Near Kabir Circle, Kota

(GENERAL RULES & DIRECTION FOR THE GUIDANCE OF CONTRACTOR)

1. The acceptance of the tender will rest with the college authority who does not bind itself to accept the lowest tender, and reserve the right to reject any or all tenders received at any stage, without assigning any reason.
2. No refund of tender fee is claimable for tenders not accepted or returned or not submitted.
3. If any contractor, who having submitted a tender does execute the agreement of start the work or does not complete the work and the work has to put re-tendering,. He shall stand debarred from participating in such re – tendering in addition to forfeiture of Earnest Money/Security deposit / performance Guarantee and other action under agreement.
4. All tenders, in which any of the prescribed conditions are fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain overwriting in figures or words, or correction not initialed and dated, will be liable to rejection.
5. The tender, while submitting tender, should provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
6. In the event of the tender being submitted by a firm, it must be signed separately by each, partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must be disclose that the firm is duly registered under the Indian Partnership Act. By submitting a copy of registration certificate.
7. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the college authorities not to consider such tender, forfeit the amount of earnest money and / or de- list the contractor.
8. Sales tax or any other tax Income tax in respect of the contract shall be the responsibility of the Contractor; Deduction of Income Tax at source will be made as per provisions of the Income Tax Act. In force from the time to time.
9. The contractor should quote the rates only in one language, i.e. in Hindi or English, rates should be quoted in figures as well as in words. In case a contractor has quoted rates in both the languages and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the contractor.
10. If on check, there are differences between the quoted by Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 - A) Where, there is a difference between other rates in figures and words, lower of the two rates shall be taken as valid and correct.
 - b) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the figures and words shall be taken as correct and not the amount worked out.
 - c) While quoting rates, if rate/rates against any item or items are found to be omitted the rate given in G/schedule by the deptt. For such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such items on G/Schedule rates.
 - d) In case where percentage is given but the above or below not scored, the tender will be non-responsive.
 - e) In case of any other dispute the decision of the tender opening committee will be final.

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11. The contractor shall comply with the provisions of the Apprenticeship Act 1961 and the rules and orders issued, there under, from time to time, if he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of violations by the provisions of the Act.
12. The contractor shall read the specifications carefully before submitting the tender and also observe the site/working conditions.
13. The site for execution of the work will be made available as soon as the work is awarded. In case it is not possible for the contractor to make the entire site available on the award of the work, the contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award or for giving the site gradually in parts will be tenable, the contractor may satisfy himself regarding the site, Acquisition of land. Approach roads working heights etc.
14. Before submitting the tenders, it should be ensured that all the tender paper including terms and conditions and General Rules and Directions are signed by the contractor i.e. the contractor should sign each and every part of tender document before submitting.
15. All additions, deletions, corrections and over writings, must be attested by the contractor at every part, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
16. If a tender reduces the rate voluntarily after opening the tenders negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.
17. After acceptance of the tender, the contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.
18. Rates of provisions/ conditions shall be applicable as laid down in rule 68 of GF & AR & RTPP rules 2013 as well.

Controller of Finance

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Name :

Address:

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 or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any correction including 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 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 situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in 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 them; or
 - c. Have the same legal representative for purpose of the Bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision 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 including 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 specification of the Goods, Works or Service that are 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.

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

In relation to my/our Bid submitted to.....for procurement ofin 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 to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing 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 conducted or the making of false statement or misrepresentations as to my/our qualifications to enter 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 proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document which material affects fair competition;

Date :

Signature of Tenderer with Rubber Stamp

Place :

Name :

Designation :

Address:

करार पत्र

- (1) यह करार आज दिनांकमाहसन् को एक पक्ष के (जिसे इसमें आगे 'अनुमोदित सप्लायर' कहा गया है तथा इस अभिव्यक्ति में, जहाँ संदर्भ द्वारा ऐसा स्वीकार किया जाएगा, उसके उत्तराधिकारियों, निष्पादकों एवं प्रशासकों को शामिल किया हुआ समझा जाएगा) तथा विश्वविद्यालय, (जिसे इसमें आगे कोटा विश्वविद्यालय, कोटा कहा गया है तथा इस अभिव्यक्ति में, जहाँ संदर्भ द्वारा ऐसा स्वीकार किया जाएगा, उसके पद के उत्तरराधिकारियों एवं समनुदेशितियों को शामिल किया हुआ समझा जाएगा) द्वितीय पक्ष के बीच सम्पन्न किया गया है।
- (2) चूँकि अनुमोदित सप्लायर कोटा विश्वविद्यालय, कोटा को उनके मुख्यालय पर तथा कार्यालयों /अनुभागों को भी, इससे संलग्न की अनुसूची में दी गयी सभी वस्तुओं को निविदा एवं संविदा की शर्तों में दिये गये तरीके से तथा उक्त अनुसूची के कालम में दी गयी दरों पर सप्लाई करने के लिए कोटा विश्वविद्यालय, कोटा से सहमत हो गया है।
- (3) एवं चूँकि अनुमोदित सप्लायर ने रूपये की राशि निम्न प्रकार से जमा करायी है:—
- (i) नकद/बैंक ड्राफ्ट/चालान संख्या/बैंकर्स चैक संख्या दिनांक द्वारा
- (ii) विभागीय प्राधिकारियों के पास विधिवत् रेहन रखकर डाकघर बचत बैंक पास बंक के रूप में,
- (iii) अल्प बचतों को प्रोत्साहन देने हेतु राष्ट्रीय बचत प्रमाण पत्रों/डिफेंस सेविंग्स सर्टिफिकेट्स /किसान विकास पत्रों या किन्ही अन्य स्क्रिप्ट/इन्स्ट्रुमेंट्स के रूप में, यदि इन्हे सम्बन्धित नियमों के अधीन (प्रमाणपत्र उनके समर्पण मूल्य पर स्वीकार किय जायेंगे) उक्त करार के निष्पादन के लिए प्रतिभूति के रूप में गिरवी रखा जा सकता हो तथा उसे विभागीय प्राधिकारियों को औपचारिक रूप से हस्तान्तरित कर दिया गया है।
- (4) अतः अब यह विलेख निम्नलिखित का साक्षी है :—
1. इसमें संलग्न अनुसूची में दी गयी दरों पर के मार्फत विश्वविद्यालय द्वारा किए जाने भुगतान के प्रतिफल में अनुमोदित सप्लायर में तथा निविदा एवं संविदा की शर्तों में दिये गये तरीके से उक्त वस्तुओं की विधिवत् सप्लाई करेगा।
 2. निविदा सूचना संख्या दिनांक से संलग्न खुली निविदा हेतु निविदा एवं संविदा की शर्तों को तथा ये इस करार पत्र के भाग के रूप में लिये हुआ समझा जाएगा तथा ये इस करार पत्र को निष्पादित करने वाले पक्षकों के लिए मान्य होंगी।
 3. निविदादाता से प्राप्त पत्र में संख्यायें तथा विश्वविद्यालय द्वारा जारी किए पत्र संख्यायें भी जो इस करार पत्र के साथ संलग्न किए गए हैं, इस करार पत्र के भाग के रूप में होंगे।
 4. (क) विश्वविद्यालय एतद् द्वारा स्वीकार करता है कि यदि अनुमोदित सप्लायर उक्त वस्तुओं/वाहनों की उपयुक्त तरीके से विधिवत् सप्लाई करेगा, उक्त शर्तों का पालन करेगा तथा उन्हें बनाए रखेगा, तो विश्वविद्यालय के माध्यम से अनुमोदित सप्लायर को उक्त शर्तों में दिय गए समय पर तथा तरीके से, प्रत्येक माल प्रेषण के लिए देय राशि का भुगतान करेगी या भुगतान करवाएगी।
- (ख) भुगतान की विधि नीचे वर्णन किए गए अनुसार होगी:—
- (i) (ii) (iii)

- (5) माल / वाहनों की सुपुर्दगी सप्लाई हेतु आदेश देने की तारीख से नीचे अंकित अवधि के भीतर प्रारम्भ की जाकर पूर्ण की जाएगी: क्रम संख्या मर्दों की मात्रा सुपुर्दगी अवधि
- (6) यदि परिनिर्धारित क्षति के साथ सुपुर्दगी की अवधि में वृद्धि की गई हो तो सप्लाई न किए गए सामानों के लिए निम्नलिखित प्रतिशत के आधार पर वसूली की जाएगी:—
- (क) विहित सुपुर्दगी अवधि की एक चौथाई अवधि तक के विलम्ब के लिए — 2.5%
- (ख) एक चौथाई अवधि से अधिक किन्तु आधी से अधिक के लिए — 5%
- (ग) आधी अवधि से अधिक किन्तु तीन चौथाई अवधि से अनधिक के लिए — 7.5%
- (घ) विहित सुपुर्दगी अवधि की तीन चौथाई अवधि से अधिक के विलम्ब के लिए — 10%

टिप्पणी:

- (1) (i) विलम्ब की अवधि में आधे दिन से कम को छोड़ दिया जाएगा।
(ii) स्वीकार की गयी परिनिर्धारित क्षति की अधिकतम राशि 10: होगी।
(iii) यदि सप्लायर किसी प्रकार की बाधा के घटित हो जाने के कारण संविदान्तर्गत सप्लाई को पूरा करने के लिए समय में वृद्धि करने के लिए कहता है तो वह लिखित में उस प्राधिकारी को आवेदन करेगा जिसने वह सप्लाई आदेश दिया था। किन्तु यह आवेदन बाधा के घटित होने पर तत्काल उसी समय दिया जाएगा न कि सप्लाई को पूर्ण करने की निर्धारित तारीख के बाद दिया जाएगा।
- (2) यदि माल की सप्लाई में विलम्ब ऐसे विधन के कारण हुआ हो जो निविदाता के नियंत्रण के परे हो तो सुपुर्दगी की अवधि में वृद्धि परिनिर्धारित क्षति के साथ या उसके बिना कर दी जाएगी।
- (7) करार से उत्पन्न होने वाले समस्त विवाद तथा करार पत्र के निर्वाचन या व्याख्या से सम्बन्धित सभी प्रश्न विश्वविद्यालय द्वारा विनिश्चित किए जायेंगे तथा विश्वविद्यालय का निर्णय अन्तिम होगा। इसकी साक्षी में इनके पक्षकारों ने आज दिनांकमाह सन् को अपने हस्ताक्षर किये हैं।

विश्वविद्यालय के लिये तथा की ओर से

अनुमोदित सप्लायर के हस्ताक्षर

तारीख

तारीख

साक्षी संख्या (1)

साक्षी संख्या (2)

साक्षी संख्या (1)

साक्षी संख्या (2)

