



महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर

MAHARSHI DAYANAND SARASWATI UNIVERSITY, AJMER

NAAC Accredited 'B++' Grade State University

3/6

**MAHARSHI DAYANAND  
SARASWATI UNIVERSITY,  
AJMER**

**SUPPLY & INSTALLATION OF A3 LASER  
MULTIFUNCTION MACHINES AT MDS  
UNIVERSITY CAMPUS, AJMER**

**TENDER DOCUMENTS FOR  
OPEN COMPETITIVE BIDDING**

**OFFICE OF THE REGISTRAR  
MDS, UNIVERSITY  
PUSHKAR BYPASS ROAD,  
AJMER-305009  
PhoneNos.:0145-2787056**



महर्षि दयानन्द सरस्वती विश्वविद्यालय, अजमेर  
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No: - क्रमांक एड(२) ( ) सा.स. / म.द.स.वि.वि / २०२४ / २१०३

Date: ५/१२/२०२४

### NOTICE INVITING BID

MDS invites online post qualification competitive Bid for "Supply & Installation of FOUR A3 LASER MULTI FUNCTION MACHINES AT MDS UNIVERSITY, PUSHKAR BYPASS ROAD, AJMER" from Registered and experienced manufacturers/Authorized suppliers/authorized distributors. The Bid shall only be submitted through online tendering system on [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) and [www.mdsuajmer.ac.in](http://www.mdsuajmer.ac.in) The interested bidders shall have to be enrolled/registered with portal of [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) for participating in the Bidding process.

The schedule of dates is as follows: -

S. No.	Schedule	Date	Time
1.	Date of Issue of Notice Inviting Tender (NIT)	5.12.2024	16:00 hrs
2.	Document Sale (Download) Start Date	6.12.2024	10:00 hrs
3.	Document Sale (Download) End Date	18.12.2024	14:00 hrs
4.	Seek Clarification Start Date	6.12.2024	11:00 hrs
5.	Seek Clarification End Date	8.12.2024	13:00 hrs
6.	Pre Bid Meeting Date	9.12.2024	13:00 hrs
Pre Bid Meeting Place: Registrar Office, Chankaya Bhawan, MDS University, Kayad Road, Ajmer			
7.	Bid Submission End Date	18.12.2024	16:00 hrs
8.	Last Date & Time of Submission of Hard Copy of Tender document at MDSU, Ajmer	19.12.2024	14:00 hrs
9.	Technical Bid Opening Date	19.12.2024	15:00 hrs
10.	Opening of Financial Proposal of the Technically Qualified Bidder	Will intimate later on	

S.No.	Particulars	Amount
1.	Estimated Value of Bid	Rs. 8.00 Lac
2.	Bid Security	Rs. 16000.00
3.	Bid Document Fee	Rs. 1,000/-
4.	No. of Machine Required	Four (04)

\* In case any bidder fails to submit the Hardcopy of Demand Draft/Banker Cheque of Tender fees & Bid Security up to 2.00 PM on 19.12.2024, the Bid of the bidder may not be opened.

**Terms & conditions:**

1. Bid shall be submitted online only through [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) and [www.mdsuajmer.ac.in](http://www.mdsuajmer.ac.in)
2. No physical/offline Tender/bid shall be accepted.
3. The Tender Fee and Bid Security shall only be accepted through Hard copy of Demand Draft/Banker Cheque payable at Ajmer, issued in favour of Registrar, MDS University, Ajmer from any of Nationalised Bank.
4. The completion period of the work shall be **one month from the date of Purchase Order.**
5. The University reserves right to cancel the Bid without assigning any reason to the Bidder or anyone else.
6. All applicable taxes, if any, under the contract shall be paid by the bidder.
7. Conditional Bid and casual letters sent by the contractors will not be accepted.
8. Any representation after opening of Bids shall be ignored. These parties may be debarred from tendering in future for a specific period. Their bid security in such cases will stand forfeited.
9. Bidders are requested to read the instructions in the Bid Document before submitting the Bidonline.
10. The above terms & conditions of the Bid may also be seen on MDS University, Ajmer Website [www.mdsuajmer.ac.in](http://www.mdsuajmer.ac.in)

Registrar  
MDS University, Ajmer

PART - I

*SV*

MDS University, Ajmer

TENDER/BID FORM

Subject:-Bid for "Supply & Installation of FOUR A3 LASER MULTIFUNCTION MACHINES at MDS University, Ajmer (SCHEDULE-1)"

1. Name and full postal address of the firm submitting the Bid:-

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Designation \_\_\_\_\_

Tel.No. \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

2. Addressto: -----, (Tendering Authority)

3. Reference of the Bid Notice:-.....dt.....

4. Bid Security for the work can be paid in the mode of Demand Draft/Banker Cheque payable at Ajmer, issued in favour of Registrar, MDS University, Ajmer. In case any bidder fails to submit the proof of Demand Darft/Banker Cheque, the Tender of the bidder shall not be opened.

5. We agree to abide by all the terms and conditions mentioned in the above referred tender notice, issued by the Tendering Authority, and also the terms and conditions of the said Tender form (For Technical and Financial Part) given in the attached sheets, all pages of which are signed by us in token of acceptance of the Terms and Conditions mentioned therein.

6. The information required for technical part is filled in the attached proformas, and relevant documents with regard to eligibility are also attached herewith.

7. **The Financial part of the Bid is to be submitted online through [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) and [www.mdsuajmer.ac.in](http://www.mdsuajmer.ac.in) which shall be opened on or after due date i.e. .11.2024.**

8. PAN and GST No. of Bidder are also to be submitted. If these certificates are not provided, the Bid shall not be considered.

Date:

Signature of the Bidder(s)  
alongwith the stamp of the  
firm/company

## TERMS AND CONDITIONS OF THE BID

Bidders should read these conditions and the complete Bid document for technical part and financial part carefully and comply strictly while sending their Bids.

1. Online Bids through [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) and [www.mdsuajmer.ac.in](http://www.mdsuajmer.ac.in) are hereby invited for "Supply & Installation of **FOUR A3 LASER MULTIFUNCTION MACHINES** at MDS, University, Ajmer", costing Approx. Rs 8,00,000/- (including GST).
2. The tendering authority/committee reserves the right to finalize the bid in the interest of the University and such decision shall be final and binding on the bidders.
3. The University reserves the right to accept any Bid not necessarily the lowest Bid and reject any Bid without assigning any reason thereof. **University also reserves right to cancel the purchase at any point of time.**
4. The bidder shall not assign or sublet his Bid or any part thereof to any other agency.
5. **All the enclosed documents, Proformas, annexures, certificates etc. should be signed by the bidder & must be submitted online at [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) and [www.mdsuajmer.ac.in](http://www.mdsuajmer.ac.in)**
6. **Bidders are required to submit the following information in the prescribed Proformas as enclosed alongwith the necessary documents. The bidder shall submit:-**
  - a) History & descriptive note indicating overall performance of the firm in Performa "A".
  - b) A self-certificate regarding the correctness of the information, documents, certificates etc. in the Proforma "B".
  - c) Details in Proforma "D".
7. **FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure in the performance of any of its duties and obligations under this agreement to the extent that such delay or failure is caused due to a Force Majeure event. The party having any such cause shall promptly notify to the other party in writing of the nature of such cause and the expected delay. Force Majeure event include fire, earthquake, flood, epidemic, riot, civil disturbance, war, civil commotion, illness, act of any sovereign including but not limited to war, invasion, acts of God or other act which are beyond the control of any Party, or for any other reason which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence.
8. **TECHNICAL QUALIFICATION/ELIGIBILITY CRITERIA:**
  - 1) A bidder (Manufacturer, Dealers & Distributors are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/ eligibility criteria.

2)

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder can be a Proprietorship firm OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A limited liability partnership (LLP)	Relevant document for registration
2	Annual Turnover from Computer hardware and peripherals	Average annual Turnover of the bidder from Computer hardware and peripherals for last three financial years, i.e. 2021-22, 2022-23 and 2023-24 should be minimum Rs.10Lac.	Bidder must Submit CACertificate with CA's Registration Number/Seal
3	Technical Capability	The bidder must have successfully completed Supply & Installation order of similar nature not less than the amount to Rs. 4 lac during any one of the last three financial years, i.e. 2021-22, 2022-23 and 2023-24 from any recognized Organization or Institute or Govt.	Certified Copies of supply order & its invoice
4	Authorization Certificate for Bidding	The bidder should be Original Equipment Manufacturers (OEM)/ Authorized Dealer/Distributor for specific bid.	Attach necessary documents & MAF (Manufacturer Authorization Form)
5	Undertaking	Bidder should:- a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified, pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document.	A Self Certified letter as per Annexure-II : Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		d) comply with the code of integrity as specified in the bidding document. e) not have blacklisted/ banned/debar by any Central/State Government/ PSU/ Govt. agencies in last three years.	
6	Service Center	OEM authorized service center or Territory in (Rajasthan) is mandatory.	Certified copies of relevant document.

9. The successful bidder shall maintain the equipment mentioned in the **Schedule-1** of the tender/Bid form on the following terms and conditions:

A Bidder shall provide preventive maintenance on Quarterly basis under warranty period free of cost.

B Bidder shall attend the complaint calls within 24 working hours. Complaint calls could be made using any of the following modes of communications –Email, Mobile Phone and Letter or in person. Bidder shall provide a complaint number and approximate time for attending the call. Customer should record all such facts in Maintenance register.

**Note:-** यदि **preventive maintenance** तीन माह में नहीं करने एवं शिकायत पर 24 घण्टे में मशीन ठीक नहीं करने पर रु. 1,000/- प्रति दिवस की दर से शास्ति आरोपित की जायेगी।

C Bidder shall ensure a minimum up time of 98%. **When the fault is not rectifiable within one day or machine is to be taken out of site for any such repair. For this purpose, no extra cost will be paid by the University on this account.**

D All spares supplied and replaced (items covered under warranty, List must be enclosed) shall be of the best quality, to the specifications, trade mark laid down for the man district accordance with the approved standard samples and in case if any materials of which there are no standard or approved supplies, the supplies shall of be of the very best quality and description available in India. The decision of the accepting authority shall be final as to the quality of the spares and shall be binding upon the bidder and in case any of the articles supplied not being approved and thus shall be liable to be rejected or replaced and any expenses or loss caused to bidder as are sult of rejection or replacement of spares shall be entirely at the account of the bidder.

F The successful bidder is required to maintain sufficient stock of spares to provide timely services.

G Bidder shall record its recommendations (if any) on Customer Call/Service Slip as well as in Maintenance Register. The two records should be signed by the respective representatives.

S

H Valid Manufacture Authorization or Valid Indian Authorized Partner of Manufacture Form (MAF) letter should be provided by bidder.

I If the bidder does not belong to Land Border Countries and if bidder quotes products from OEM which doesn't belong to Land Boarder Countries

Or

Valid registration from competent authority if the bidder belongs to Land Border Countries or if bidder quotes products from OEM which to Land Border Countries. If such bidder doesn't provide registration, his bid will be rejected.

#### 10. Bid Security

- A. Bid must be accompanied by Bid Security of Rs 16000.00 paid through Demand Draft/Banker Cheque Payable at Ajmer and valid proof of depositing Bid Security must be submitted along with bid.
- B. Bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

#### 11. Liquidated Damages (LD)

- a. Bidder shall pay as the compensation an amount equal to 0.10% per day of the work order amount for delay at every stage of time schedule.
- b. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- d. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
- e. In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the bidder has failed to supply:-

(a) Delay up to one fourth period of the prescribed delivery period;	2.5%
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(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period;	5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%
(d) Delay exceeding three fourth of the prescribed delivery period.	10%

The maximum amount of liquidated damages shall be 10% of order value or as per rules.

**12. (1) Undertaking and performance security deposit:**

- i. Successful bidder will have to submit an undertaking as per the Annexure-I (on non-judicial stamp paper, as applicable, at present Rs.500/-) within a period of 15 days of receipt of order and deposit performance security equal to 5% of value of the work order for which Bids are accepted.
- ii. The forms of performance security shall be as below:-
  - a. Demand Draft/Banker Cheque/FDR/Bank Guarantee of the scheduled Bank.
- iii. The performance security shall be refunded after expiry of warranty contract of 3 years after satisfactory warranty services from Bidder on supplied Items.

**(2) Forfeiture of Security Deposit:**

- (i) Security amount in full or part may be forfeited in the following cases:-
  - (a) When any terms and conditions of the contract broken.
  - (b) When the bidder fails to maintain the equipment's satisfactorily.
  - (c) When an undertaking is not submitted within prescribed period.
- (ii) Notice of two weeks' time will be given in case of forfeiture of security deposit. The decision of the University in this regard shall be final.

**(3) The expenses of completing and stamping the undertaking shall be paid by the bidder.**

- (i) Any change in the constitution of the firm etc., shall be notified forthwith by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the University a written agreement to this effect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient in discharge for any of the purpose of the contract.

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13. Warranty shall be deemed into force from successful installation of item(s) for a period as specified in the tender.

14. **Payment Terms:**

- a) Payment schedule—No advance payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made asunder: -

Milestone	Deliverables	Payment
Delivery, installation and commissioning of 100% items as per Schedule-1	1. Delivery Report (Duly acknowledged delivery challans) 2. Installation Certificate/Report	100% of total order value.


- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- c) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the supplier/selected bidder.
- e) In case of disputed items, 10% of the amount shall be withheld and will be paid only after settlement of the dispute.
- f) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- h) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
15. Remittance Charges on payment made to the firms shall be borne by the bidder.
16. Bidder/Supplier shall have to provide on-site-warranty for the MULTI FUNCTION MACHINES supplied in University Camus, Ajmer for minimum 3 years.
17. Direct or indirect canvassing on the part of bidders or their representatives will disqualify their Bids.

18. Rejection:

- a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the procuring authority.
  - b. If, however, due to exigencies of University work, such replacement either in whole or in part, is not considered feasible, the Registrar after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
19. Bidders must make their own arrangements to obtain any licenses, if necessary.
20. The University reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles for which bidder has been given or distribute items to more than one firm/supplier.
21. If any dispute arises out of the contract with regard to maintenance, the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Vice Chancellor, MDS University, Ajmer who will appoint a senior officer of the University as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final & binding on the bidder.
22. All legal proceedings, if necessity arises to institute may by any of the parties (University or Bidder) shall have to be lodged in courts situated in Ajmer (Rajasthan) only and not elsewhere.
23. RPPP Rules, 2013 shall prevail for the Bid.

**REGISTRAR**

CERTIFICATE



I / We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the Bid will be altered/ changed.

Date:

Signature of the Bidder(S)  
along with the stamp of the  
firm/company. Also address of  
the Local office with phone /  
Mail ID.

**SCHEDULE1:TECHNICAL SPECIFICATIONS**

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**NOTE: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/required. Deviation on the higher side shall only be considered and no extra weightage shall be awarded for such deviations.**

**TYPE-1: TECHNICAL SPECIFICATIONS OF A3 LASER MULTI FUNTION MACHINE**

<b>A3 LASER MULTIFUNCTION MACHINE: Type-1</b>			
<b>Offered MULTIFUNCTION MACHINE Make</b>			
<b>Offered MULTIFUNCTION MACHINE Model</b>			
<b>S.No</b>	<b>Parameter</b>	<b>Technical Specifications</b>	<b>Compliance (Yes or No)</b>
1	Print Technology	Laser	
2	Type of Machine	Multifunction Machine	
3	Type of Printing	Mono	
4	Cartridge Technology	Separate Drum and Toner (Dual Component)	
5	Developer Unit	YES, Required	
6	Operational panel	7- inch Smart operational panel	
7	Paper Size (Original/Image)	A3/A3/A4/Full Scape	
8	RAM size (GB)	2	
9	Mobile printing standard	YES	
10	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size- Mono	27	
11	Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size- Mono	14	
12	Scanning Feature Availability	YES, Required	
13	Duplexing Feature Availability	YES, Required	
14	Zoom	25% to 400% in one step	
15	Scanning Speed	50 ipm color/ mono	
16	Networking Feature Availability	YES, Required	
17	If yes, Type of Network Interface	Ethernet 10/100/1000	
18	Wi-Fi Availability	YES, Required	
19	Original Document Feeder Type	DADF/RADF	
20	Feeder Capacity (Number)	100 Sheets	
21	Number of Main Paper Tray	2	
22	Each Main Paper Tray Capacity (Number)	550 each	
23	Bypass Facility	YES, Required	
24	If Yes, Bypass Tray Capacity	1	
<b>Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology -</b>			
25	Black (Number of Prints)	60000	
26	Duty Cycle (No of Prints/month)	60000	

27	Minimum Operating Temperature (Degree C)	15		
28	Maximum Operating Temperature (Degree C)	35		
29	Minimum Operating Humidity (%RH)	25		
30	Maximum Operating Humidity (%RH)	90		
31	BIS Registration under CRS of Meity	YES		
32	BIS Registration Number	YES		
33	Certifications	UL,CE,FCC,RoHS		

**TYPE-2: TECHNICAL SPECIFICATIONS OF A3 LASER MULTI FUNCTION MACHINE**

<b>A3 LASER MULTIFUNCTION MACHINE: Type-2</b>			
<b>Offered MULTIFUNCTION MACHINE Make</b>			
<b>Offered MULTIFUNCTION MACHINE Model</b>			
<b>S.No</b>	<b>Parameter</b>	<b>Technical Specifications</b>	<b>Compliance (Yes/No)</b>
1	Print Technology	Laser	
2	Type of Machine	Multifunction Machine	
3	Type of Printing	Mono	
4	Cartridge Technology	Separate Drum and Toner (Dual Component)	
5	Developer Unit	Yes, Required	
6	Operational panel	10.1" Smart Operation Panel	
7	Paper Size (Original/Image)	A3/A3 /A4/Full Scape	
8	RAM size (GB)	2	
9	Hard Disc	320GB	
10	Mobile printing standard	YES	
11	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono	35	
12	Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono	18	
13	Scanning Feature Availability	Yes, Required	
14	Duplexing Feature Availability	Yes, Required	
15	Zoom	25% to 400% in one step	
16	Scanning Speed	80 ipm color/ mono	
17	Networking Feature Availability	Yes, Required	
18	If yes, Type of Network Interface	Ethernet 10/100/1000	

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19	MULTIFUNCTION MACHINE language standard	PCI5c, PCL6, POST Script 3(emulation), pdf direct emulation	
20	Wi-Fi Availability	Yes, Required	
21	Original Document Feeder Type	DADF/RADF	
22	Feeder Capacity (Number)	100 Sheets	
23	Number of Main Paper Tray	2	
24	Each Main Paper Tray Capacity (Number)	550	
25	Bypass Facility	Yes, Required	
26	If Yes, Bypass Tray Capacity	1	
<b>Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology -</b>			
27	Black (Number of Prints)	120000	
28	Duty Cycle (No of Prints/month)	100000	
29	Minimum Operating Temperature (Degree C)	10	
30	Maximum Operating Temperature (Degree C)	32	
31	Minimum Operating Humidity (%RH)	15	
32	Maximum Operating Humidity (%RH)	80	
33	BIS Registration under CRS of Meaty	YES	
34	BIS Registration Number	YES	
35	Certifications	UL, CE, FCC, RoHS	

**NOTE:- Warranty for Type-1 and Type-2**

**The equipment/goods shall have a comprehensive on-site warranty for minimum 3 years.**

Annexure-I

**UNDERTAKING**

This deed of undertaking is executed at Ajmer on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by M/S \_\_\_\_\_, R/o at \_\_\_\_\_ which shall be deemed to include his heirs, successors, execut or sand administrators.

Whereas the UNIVERSITY has invited Bids for “**Supply & Installation of FOUR A3 LASER MULTI FUNCTION MACHINES at MDS University, Pushkar Bye-pass Road, Ajmer**” and on accepting our Bid, order No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued to us.

Whereas under the terms & conditions of the Bid we have to furnish an undertaking to maintain all the equipment during the period of contract as mentioned in the maintenance order, accordingly we hereby undertake as follows:-


- (1) That we undertake to follow the terms & conditions of Bid and other instructions issued by UNIVERSITY from time to time in this regard.
- (2) That we undertake to maintain all the equipment's during the period of warranty as per purchase order.
- (3) That we shall not impose any additional terms & conditions during Warranty Period.
- (4) That in case of dispute with regard to terms & conditions of the Bid, maintenance order or maintenance of the equipment's mentioned at Schedule 1 the decision of Vice Chancellor shall be final and acceptable to us.
- (5) That at any stage, if any information, statements, certificates, documents etc., submitted by us, are found false, incorrect, incomplete etc., then our Bid/ order shall be treated as cancelled with immediate effect and our bid security/performance security/due payment shall stand forfeited.
- (6) That the payment schedule mentioned in the maintenance Order/Bid is hereby accepted by us.

**Signature & Official seal of the**

**Bidder Note: 1. No other form of undertaking shall be accepted**



**SELF-DECLARATION**

  
**Annexure-II**

To,  
Registrar,  
MDS UNIVERSITY,  
Pushkar Bye-Pass Road, Ajmer

In response to the NIB Ref.No. \_\_\_\_\_ dated \_\_\_\_\_ for **Supply & Installation of Four A3 Laser MULTIFUNCTION MACHINES at UNIVERSITY Campus, Pushkar Bye Pass Road, Ajmer**, as an Owner/Partner/Director/Auth. Sign. of \_\_\_\_\_, I/We hereby declare that presently our Company/firm \_\_\_\_\_, at the time of bidding:-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/PSU/UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any of the procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.
- j) not have blacklisted/ banned/ debar by any Central/State Government/ PSU/ Govt. agencies in last three years

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:-  
Authorized Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**History & Descriptive note on the firm**

1. Name of the Company/Firm :
2. Date of Establishment/ formation of the Company/Firm :
3. Name of the Chief Executive Officer(CEO) :
4. Experience of the CEO :
5. Turnover of the Company (as on 31.3.2024) (Rs. in Lacs) :
6. Details of Manpower  
a) Technical :  
b) Non-Technical :
7. (i) Address of Service Center at Rajasthan :  
(ii) Permanent address of the company (Head Office) :
8. Major Activities of the Company/Firm (Specify Sale, Maintenance, and Consultancy etc.) :
9. List of major Customers along with assignments carried out for them :
10. Remarks :

Signature of the  
bidder(s) along with the  
stamp of the firm/company

**Note:** -No other separate sheet shall be accepted, use photo copy of this sheet, if required.

(On official stationery)

Date: , 2024

**CERTIFICATE**

I/ We hereby declare that all the information made in various Performas of the Bid documents, in certificates, annexure; documents etc. are true & complete. At any stage during the Bid contract, if any information, statement, certificate etc. is found false, incomplete etc. then my/ourbid shall be treated cancelled with immediate effect, and bid security/performance security shall stand forfeited.

“Signature&Seal oftheBidder”

**Note:** No other format of certificate shall be accepted.

(On official stationery)

Date: ,2024

**\*Performance Certificate**

M/s.....has supplied & Installed MULTI  
FUNCTION MACHINES in ..... The details of the equipment under  
warranty are as under:-

**1. Total items supplied & installed : Nos.**

1. MULTI FUNCTION MACHINES :

**2. Specify other equipment under Warranty, if any.**

The Warranty provided by M/S..... has been found  
satisfactory. The technical capability of M/S..... has also been found  
satisfactory.

This certificate is issued to M/S.....for applying to MDS,  
UNIVERSITY's Bid.

Official Seal

Signature  
Name & Designation  
Contact Telephone & Fax number

Q/

**PROFORMA 'D'****Check list for submission of Technical bid**

S.No.	Conditions	Enclosed Yes/ No	Remarks
1.	Bid Application Fee		
2.	Bid Security Deposit		
3.	GST Registration Number		
4.	PAN No.		
5.	Proforma 'A'		
6.	Proforma 'B'		
7.	CA Certified Turn Over Certificate of the Firm/ Company for the last Three years (2021-22, 2022-23 & 2023-24) as per Bid Requirement (Rupees 10 lac per year)		
8.	Past Experience Certificates as per Bid Requirement (In last three years. Not less than 4 lac)		
9.	Certificates of Technical education & Experience of manpower engaged in maintenance.		
10.	Technical specification on letter head with Sign and stamp of OEM or OEM authorized Indian Distributor/ brochure to be enclosed)		
11.	Offered Product Data Sheet or Brochure		
12.	Warrantee (Comprehensive on-site warrantee for minimum 3 years)		

Signature of the bidder(s)  
along with the stamp of the  
firm/company



**Financial Bid Format**

S. No.	Item Name	Qty	Unit Rate	Total Value (All Inclusive)	Make and Model
1	A3 Laser Multifunction Machine: Type-1 (Detailed Specifications as per Schedule-1)	03			
2	A3 Laser Multifunction Machine: Type-2 (Detailed Specifications as per Schedule-1)	01			
	Total				
	Total amount in Words	----- -----			

**Terms & Conditions**

01. NO EXTRA COST(INCLUDING TAXES) SHALL BE PAID SEPERATLY
02. BIDDER SHOULD BE FILL AND SUBMIT FINANCAIL BID SEPERATELY IN SEALED ENVELOP. FINANCIAL BID SHOULD NOT BE SUBMITTED OPENLY WITH TECHNICAL BID OTHERWISE BID WOULD BE REJECTED.
03. FOR MDS UNIVERSITY, AJMER.
04. PACKING, FORWARDING, TRANSPORTATION, LOADING/UNLOADING, INSTALLATION, ETC. CHARGES WILL BE INCLUDED IN THE ABOVE QUOTED RATES.
05. COMPLETION PERIOD OF WORK WILL ONE MONTH FROM THE DATE OF PURCHASE ORDER.
06. WARRANTY - COMPREHENSIVE ON-SITE WARRANTEE FOR MINIMUM 3 YEARS.

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 behavior 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 coercion 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 country during the last three years or any debarment by any other procuring entity.

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

Conflict of Interest is considered to be a 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 of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services, that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

**Declaration by the Bidder regarding Qualifications Declaration by the Bidder**

In relation to my/our Bid submitted to.....for procurement of ..... in response to their Notice Inviting Bids No.....Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings 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 conduct or the making of false statements 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 proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:  
Place:

Signature of bidder

Name:  
Designation:  
Address:



The designation and address of the First Appellate Authority is Financial Advisor, Udyog Bhawan, Tilak Marg, Jaipur.

The designation and address of the Second Appellate Authority is, Vice Chancellor, MDS University, Ajmer.

**(1) Filing an appeal**

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para(1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**(4) Appeal not to lie in certain cases No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -**

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

**(5) Form of Appeal**

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

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**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

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



1. Correction of arithmetical errors Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
  - i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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

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

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:2

3. Name and address of the respondent (s):

- (i)
- (ii)
- (iii)

4. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

5. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

6. Number of affidavits and documents enclosed with the appeal:

7. Grounds of appeal:.....  
.....

(Supported by an affidavit)

8. Prayer:.....  
.....

Place.....

Date.....

Appellant's Signature