

Central University of Himachal Pradesh

[Established Under Central Universities Act 2009]

Dharamshala, District Kangra, (H.P)

TENDER DOCUMENT
FOR
“RATE CONTRACT
FOR
SUPPLY OF STATIONERY ITEMS”

TENDER NO. 1-3/CUHP/CS/STORES/2019/06



Central University of Himachal Pradesh

[Established Under Central Universities Act 2009]

Dharamshala, District Kangra, (H.P)

Central University of Himachal Pradesh

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Dharamshala, District Kangra, (H.P)

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PART - I: TECHNICAL BID

SECTION-I: NOTICE INVITING TENDER

No. 1-3/CUHP/CS/STORES/2019/06

dt. 27/01/2021

NOTICE INVITING TENDERS FOR ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF STATIONERY ITEMS FOR CUHP

Sealed Tenders (in 02 Bid System) are hereby invited for entering into annual rate contract for the Supply of Stationery Items to Central University of Himachal Pradesh. The detailed terms and conditions as well as the list of items proposed to be covered under the rate contract are enclosed herewith.

The interested agencies may submit their offers through registered post or deliver personally on the appropriate format which may be downloaded from the university website www.cuhimachal.ac.in, www.hpcu.ac.in and CPP Portal <https://eprocure.gov.in/eprocure/app> and forward the same to the University with a non-refundable processing fee of INR 500/- (Rupees Five Hundred Only) and Earnest Money Deposit for INR 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft in favour of Finance Officer, Central University of Himachal Pradesh, Dharamshala, District Kangra.

The last date for the receipt of Tenders/Bids is 31/03/2021 upto (11.00 PM) in the office of the undersigned. The bids will be opened on 31/03/2021 at 2.00 PM.

The finalized bidder will have to enter into a legal contract/agreement with the University before rendering its services to the University.

Dated:

S/d

**CENTRAL PURCHASE OFFICER (CPO)
CENTRAL UNIVERSITY OF HIMACHAL PRADESH
TAB-II, DHARAMSHALA
KANGRA, HIMACHAL PRADESH-176215**

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SECTION-I(A): CRITICAL INFORMATION

Submission of bid in response to this tender notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

S. No.	Information	Details
01	Tender Number and Date	1-3/CUHP/CS/STORES/2019/06 dt. 27/01/2021
02	EMD Amount in the form of Demand draft in f/o Finance Officer Central University of Himachal Pradesh payable at Dharamshala, HP	INR 50,000/- (Rupees Fifty Thousand Only)
03	Tender Fee in the form of Demand draft in f/o Finance Officer Central University of Himachal Pradesh payable at Dharamshala, HP	INR 500/-
02	Last date for submission of written queries for clarifications to the email id: cuhps0@hpcu.ac.in	30/03/2021
05	Last date for release of clarifications by CUHP on website: www.cuhimachal.ac.in ; www.hpcu.ac.in	31/03/2021
06	Last date for submission of Tender	31/03/2021 upto 11.00 AM
07	Address at which tender to be submitted	CENTRAL PURCHASE OFFICER (CPO), CENTRAL UNIVERSITY OF HIMACHAL PRADESH, TAB-II, DHARAMSHALA KANGRA, HIMACHAL PRADESH-176215
08	Date and time for opening of Technical Bid	31/03/2021 at 2.00 PM

SECTION-II: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS

- “CUHP” means the Registrar , Central University of Himachal Pradesh
- “The Bidder” means Firm/Dealer/Suppliers of Stationery Items who will participate in the tender and submit bid.
- “The Services” mean all activities related to conduct & performance of contractual obligations under the contract.
- “The Letter of intent” means the intention of CUHP to place the Purchase Order on the bidder.
- “The Purchase Order” means the order placed by CUHP on the successful Bidder signed by CUHP including all attachments and appendices thereto and all documents incorporated for reference therein. The purchase order shall be deemed as “Contract” appearing in the document.
- “The Contract Price” means the total amount payable to the successful bidder under the purchase order for supply and installation of Stationery and satisfactory performance of contractual obligations.
- “Acceptance” is a process of accepting satisfactory services rendered by “successful bidder” by CUHP.

2. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. CUHP will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BID DOCUMENTS

The services required to be rendered, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

PART-I: TECHNICAL BID

- a) Section I: Notice Inviting Tender
- b) Section II: Instructions to Bidders
- c) Section III: General (Commercial) Conditions of Contract
- d) Section IV: Special Conditions of the Contract
- e) Section V: Schedule of Requirements
- f) Section VI: Eligibility Conditions/Pre-Requisite Qualifications
- g) Section VII: Check List
- h) Annexure-A: Non-Blacklisting Declaration.
- i) Annexure-B: Undertaking to quote the rates for all tendered items as per Schedule-VIII.

PART-II: FINANCIAL BID

- a) Section VIII: Financial Bid/ Bill of Quantities

PART-III: ANNEXURES

- a) Annexure-C: Performance Guarantee Format.
- b) Annexure-D: Contract Agreement.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

B. PREPARATION OF BIDS

1. BID FORM

- The bidder shall submit the bid form in their own stationery and by using only prescribed format. Use of any other format, the bid may be liable for rejection.
- Each bidder shall submit only one Bid. Bidder shall not contact other bidders in matters relating to this tender.

2. BID PRICE

- The contract shall be for the full quantity as described in Section-V.
- The bidder shall give rates FOR Central Stores, CUHP for requirements detailed in the Financial Bid. The prices shall be inclusive of all Levies & Taxes. However, basic unit price and all other components of the price need to be individually quoted as per price schedule given in **Section-VIII**.
- Prices indicated in the Price Schedule shall be submitted as per Financial Bid format attached with the Tender Document titled "**Section VIII: Financial Bid**".
- The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- "DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free service, etc. into account".
- The Total Contract price accepted by the CUHP will be inclusive of Levies and Taxes.

3. BID SECURITY / EMD

EMD of Rs 50,000 /- (Rs Fifty Thousand Only) in the form of Demand Draft of a nationalized bank in favour of Finance Officer, CUHP valid for **180 days** from the last date of Submission of Bid. The firm registered with NSIC & MSME for supply of the same category of item for which the party is submitting Bid/Quotation will be exempted from submission of EMD as per provisions laid down in GFR-2017. Any technical bid if found without the demand draft(s) of earnest money deposit will be rejected.

The EMD of unsuccessful Bidders shall be returned within Four weeks, only after the

successful completion of the Bid Process. No interest is payable on this amount. The Earnest Money Deposit of the successful Bidder shall be released after the submission of Performance Security. No interest is payable on this amount.

4. FORFEITURE OF EMD

The earnest money deposit by the bidder shall be forfeited in the following events; namely:

- a modification or withdrawal of tender after the deadline for submission of tenders and during the validity period;
- refusal by the bidder(s) to accept an arithmetical error or otherwise
- appearing on the face of tender;
- failure on the part of the successful bidder(s) to sign the contract in accordance with the terms and conditions stipulated in the tender documents;
- failure on the part of successful bidder(s) to provide performance security, if demanded, for the execution of the contract;
- failure on the part of the successful bidder(s) to execute the contract as per terms and conditions stipulated in the tender document; and
- failure on the part of the successful bidder(s) to supply the goods of the quality, quantity and specifications agreed as per tender or the contract and within the stipulated period.

5. PERIOD OF VALIDITY OF BIDS

- i. Bid shall remain valid for a period not less than 180 days after the deadline date specified for submission.
- ii. In exceptional circumstances, CUHP may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security/EMD provided shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

C. SUBMISSION OF BIDS

The bids must be submitted in 02 Envelopes as detailed below:

- 1) **Envelope-1 Technical Bid:** The sealed envelope including EMD, Tender Fee, Technical Bid Document and Samples as demanded; to be clearly super-scribed:

“TECHNICAL BID FOR ANNUAL RATE CONTRACT FOR SUPPLY OF STATIONERY ITEMS TO CENTRAL UNIVERSITY OF HIMACHAL PRADESH”

Note: Prices are not to be mentioned in the technical bid and CUHP shall not take any responsibility on inadvertent declaration of prices if wrongly put in the technical bid. Technical Bids without Tender fee, EMD shall be summarily rejected.

*All the participating bidders are **essentially required** to quote the rates along with SAMPLES for all stationery items as per Schedule VIII of the Tender Document . The bidders who will not quote rates for all stationery items or whose SAMPLES are not received shall not*

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be considered for opening of Financial Bid.

2) **Envelope-2 Financial Bid:** To be put in a separate sealed envelope clearly super-scribed:

“FINANCIAL BID FOR ANNUAL RATE CONTRACT FOR SUPPLY OF STATIONERY ITEMS TO CENTRAL UNIVERSITY OF HIMACHAL PRADESH”

Note: The tender fee /EMD should not be enclosed with Financial Bid. The whole bid in such eventuality shall be considered as unresponsive and summarily rejected.

3) The **Technical Bid (Envelope-1) and Financial Bid (Envelope-2)** are to be put in one single big sealed envelope super-scribed as:

TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF STATIONERY ITEMS vide **Tender No1-3/CUHP/CS/STORES/2019/06, dt. 27/01/2021**

(NOT TO BE OPENED BEFORE 31/03/2021(2.00 PM) (date & time of the opening of Technical Bids).

The Bidder(s) should mention their name & address on all the envelopes.

Bid completed in all respects should be sent by registered post or delivered personally on or before 31/03/2021 by 11.00 AM hrs on the address given below:

**CENTRAL PURCHASE OFFICER (CPO)
CENTRAL UNIVERSITY OF HIMACHAL PRADESH
TAB-II, DHARAMSHALA
KANGRA, HIMACHAL PRADESH-176215**

4) The bidders must enclose the tender documents duly signed with seal on all pages.

D. LATE BIDS

Bid(s) received by CUHP after the due date and time of submission **shall be summarily rejected**. CUHP shall not be responsible for any postal delays. The Bids submitted by fax / email etc. shall not be considered. No further correspondence on the subject will be entertained.

E. MODIFICATION AND WITHDRAWAL OF BIDS

1. The bidder may withdraw his bid after submission provided that a written notice for the withdrawal of bid is received by CUHP prior to the deadline prescribed for submission of bids.
2. The bidder's withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by email but should be followed by the signed confirmation copy by post, so as to reach this office not later than 3 days after the deadline for submission of bids. The acceptance of withdrawal notice shall be subject to the approval of the authorities of CUHP.
3. No bid shall be allowed to be modified after the deadline in para-2 above.

F. BID OPENING, CLARIFICATIONS AND EVALUATION

1. OPENING OF BIDS

- a) The Technical bids shall be opened in the presence of bidders or their authorized representatives who choose to attend, at CUHP, Dharamshala. **The bidder's representatives who are present shall sign in an attendance register. Representatives of firms/dealers/suppliers should provide Authority Letter with attested specimen signature from their respective organizations for participating in the bid.** One representative for a bidder shall be authorized and permitted to attend the bid opening. The bidder's names, modifications, bid withdrawals and such other details as CUHP, at its discretion, may consider appropriate will be announced at the opening.
- b) The date fixed for opening of bids if subsequently declared as holiday by CUHP the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- c) The financial bid will be opened only for bidders declared eligible and selected after technical evaluation. The financial bid will be opened on a date fixed after evaluation of technical bids and will be intimated to all eligible bidders at least two days in advance.

2. CLARIFICATION OF BIDS

In case any Bidder(s) require any clarification on the specification, test parameters, quality assurance, end use, they are free to submit their query(s) on or before last date of submission of bids or date given in the tender document. All interested bidders shall follow the Universities website at regular intervals for clarifications/ corrigendum if any. University shall bear no responsibility in-case of any oversight by the bidder in relation to Corrigendum / any notification with respect to Bid/ or clarification or amendment subsequently issued published on CUHP website.

3. EVALUATION OF BIDS

3.1 Evaluation of Technical Bids

- a) In evaluating each Technical Bid, CUHP shall use the criteria as listed in Section-VI: Eligibility Conditions. CUHP shall examine the Technical Bid submitted in accordance to eligibility conditions in Section-VI. Only the Technical Bids evaluated to be substantially responsive after technical evaluation shall be considered for opening of Financial Bids on the date and time to be fixed and intimated to the successful bidders by CUHP.
- b) The duly constituted Central Purchase Committee (CPC) shall evaluate the bids and is empowered to take appropriate decisions on minor deviations. The decision of the CPC on technical evaluation(s) shall be final and binding on all the bidders.
- c) Samples of only those bidders shall be evaluated who are declared technically qualified.

3.2 Evaluation of Financial Bids

CUHP shall notify on the website the date, time, and place of the Financial Bid opening to the Bidders whose Technical Bids have been evaluated as substantially responsive. The Financial Bids shall be opened and rates shall be announced in presence of the concerned bidders present during the Financial Bid opening. CUHP shall correct arithmetical errors on the following basis:

- a) 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;
- b) 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
- c) 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 (a) and (b) above.

CUHP reserves the right to offer the contract to a qualified bidder. CUHP's decision in regard to evaluation & selection shall be FINAL and binding on the Bidders.

4. CONTACTING CUHP

No bidder shall try to influence CUHP on any matter relating to the bid. Any effort by a bidder to influence CUHP in CUHP's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

5. AWARD OF CONTRACT

- a) All the participating bidders are **essentially required** to quote the rates along with SAMPLES for all stationery Articles as per Schedule-VIII of the Tender Document. Those who will not quote rates for all stationery articles or whose SAMPLES are not received shall not be considered for opening of Financial Bid.
- b) The Financial Bid of only technically qualified bidders shall be opened and L1 bidder shall be decided on the basis of maximum number of items quoted at lowest as compared to participating bidders. Therefore, *all the bidders are directed to quote price for all the tendered articles, failing which the bids shall be rejected at Financial Scrutiny Stage*. Further, once L1 bidder is so determined, shall have to negotiate/slash down the rates of remaining items with the overall lowest rates of remaining bidders.
- c) The University reserves the right to enter into parallel rate contract during scrutiny of Tendering process or currency of Contract agreement in the following cases: -
 - i) Where the rates and quality of more than one firm / tenderer is the same.
 - ii) Where it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item, the University may enter into more than one rate contract with different suppliers for the same item. Such rate contracts are known as Parallel Rate Contracts.

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- iii) In exceptional circumstances where there is an acute need of parallel Rate contract with more than one firms, and the L2 or L3 firms are not willing to match the price quoted by L1 firm, the University may also agree to conclude RC with L2 or L3 firms at their quoted prices provided their rates are within a reasonable limit of variance from the L1 prices. Reasonableness of the variance in prices will be judged by the University at its best wisdom. In all such cases specific approval of the Vice-Chancellor shall be mandatory.
- d) On the basis of time to time requirement during the currency of the contract, purchase order(s) shall be issued to the selected empanelled Bidder(s).

6. CUHP's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

CUHP reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of CUHP 's action.

7. JURISDICTION

This tender and or the contract or Purchase order issued under this tender shall be governed by Laws of India and shall be exclusive jurisdiction of High court at Shimla, Himachal Pradesh.

SECTION-III: GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by CUHP for the procurement of goods and related services there to.

2. PERFORMANCE SECURITY

On acceptance of tender the firm/bidder shall furnish performance security amounting to **Rs. 50,000/-** (Rupees Fifty Thousand only) in the shape of Account payee bank draft / FDR duly pledged in the name of Finance Officer or a Bank Guarantee (as performance security bond prescribed in Annexure A) from commercial bank drawn in favor of “**Central University of Himachal Pradesh payable at Dharamshala, Himachal Pradesh**”. **The performance Security must be deposited within 7 days of the award of contract** and the Performance security shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the Stationery Items/goods. The amount of performance security so withheld will be discharged after 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the Stationery Items/goods. If the Supplier fails or neglects any of the bid obligations under the contract it shall be lawful for CUHP to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

The proceeds of performance security shall be payable to CUHP as compensation for any loss resulting from Supplier/ Bidder's failure to complete its obligation under the contract. The performance security shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.

**Performance Security will not carry any interest.*

3. PAYMENT TERMS

100% Payment will be released after satisfactory delivery and acceptance of stationery items by Central Stores of Central University of Himachal Pradesh situated at Dharamshala. No payment will be admissible for goods rejected. Payment shall be released after deducting TDS/GST as per Income Tax Rules and any other deductions as per Government rules.

4. PRICES

The rates quoted for the Stationery Items (inclusive of all taxes) shall be FOR Central Stores, CUHP at Dharamshala in Distt. Kangra of HP. Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the CUHP by the supplier.

5. CHANGES IN PURCHASE ORDERS

CUHP may, at any time, by a written order given to a Supplier/ Selected bidder, make changes within the general scope of the supply/contract related to terms & references,

enlarging the scope, analysis or specifications. The tenderer should be financially sound and, in a position, to make bulk supply on a short notice of the items not covered in the list but auxiliary/ancillary/incidental to “**Dictionary meaning**” of Stationery but not covered in the list given in Financial Bid at prevalent Market rates.

6. DELIVERY SCHEDULE

- a) Within 7 days of the placement of confirmed supply order or as stipulated in the Supply Order. Requirements indicated as "Immediate" will have to be supplied urgently not later than 2 days.
- b) In the case of rejected/defective items, the replacement is to be made without any additional cost within 5 days of receipt of information regarding rejection of items.

7. PENALTY

If the selected Agency fails to deliver the stationery items or replace the defected/spurious items within the stipulated date & time, a penalty @ 0.5% per day of the delivered price of Delayed Goods with maximum limit of 10% as penalty and the actual cost paid to an outside agency by the CUHP, Dharamshala for the desired stationery items, shall be deducted from the firm's pending bills or Performance Security, as the case may be.

8. FORCE MAJEURE

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts/ lockdowns, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of CUHP as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

Provided, also that if the contract is terminated under this clause, CUHP shall be at liberty to take over from the Supplier at a price to be fixed by CUHP, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as CUHP may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of CUHP elects to retain.

9. TERMINATION FOR DEFAULT

CUHP may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Selected bidder, terminate this contract in whole or in part, if the supplier/ selected Bidder fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by CUHP. If the Supplier/selected bidder fails to perform any other obligation(s) under the Contract; and if the Supplier/selected bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days(or such longer period as CUHP may authorize in writing) after receipt of the default notice from CUHP .In the event CUHP terminates the contract in whole or in part to CUHP may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier/selected bidder shall be liable to CUHP for any excess cost for such similar services. However, the Supplier/ Selected bidder shall continue the performance of the contract to the extent not terminated.

10. REJECTION

CUHP has the right to reject the goods on receipt at site during final inspection, if found deficient in terms of quality, specifications or otherwise, though the goods have already been inspected and cleared at pre dispatch stage, the CUHP shall either reject the stores or request the Supplier in writing to rectify the same. The Supplier, on receipt of such notification, shall either rectify or replace the defective stores free of cost within specified time period to the CUHP. If the Supplier fails to do so, the CUHP may at his option either:

- a) replace or rectify such defective stores and recover the extra cost so involved from the Supplier, or
- b) terminate the Contract for default as provided under clause 9 above, or
- c) Acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the CUHP's rights.

11. TERMINATION FOR INSOLVENCY

CUHP may at any time terminate the Contract by giving written notice to the Supplier/ selected bidder, without compensation to the Supplier/ Selected bidder. If the Supplier/ Selected bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CUHP.

12. PRICE FALL CLAUSE

Shall mean if at any time during the execution of the contract, the Supplier/empanelled firm reduces the sale price or sells or offers to sell such stores, as are covered under contract of CUHP to any person/organization including the purchaser or any Department of the Central/State Government at a price lower than the price chargeable under the contract he / she shall forth with notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores

supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. In no circumstances the rate will exceed the lowest price and in the event of price going down, the rate will be amended and this institute must be informed by the manufacturer and their authorized distributor/dealer/stockiest in writing immediately.

13. PARALLEL RATE CONTRACTS

The University may enter into parallel rate contracts in the following cases:

- a) Where the rates and quality of more than one firm is same.
- b) Where it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item, the University may enter into more than one rate contract with different suppliers for the same item. Such rate contracts are known as Parallel Rate Contracts.
- c) In exceptional circumstances where there is an acute need of parallel Rate contract with more than one firms, and the L2 or L3 firms are not willing to match the price quoted by L1 firm, the University may also agree to conclude RC with L2 or L3 firms at their quoted prices provided their rates are within a reasonable limit of variance from the L1 prices. Reasonableness of the variance in prices will be judged by the University at its best wisdom. In all such cases specific approval of the Vice-Chancellor shall be mandatory.

14. RENEWAL / EXTENSION OF RATE CONTRACT

The rate contract of Stationery Items shall have validity of One Year from the date of signing of Contract and shall be extendable further upto One Year based on the satisfactory performance of the successful bidder evaluated by CUHP or issuance of Fresh tender for rate contract of Stationery Items whichever is earlier.

SECTION-IV: SPECIAL CONDITIONS OF THE CONTRACT

These special conditions of the contract shall supplement the instructions to the Bidders (ITB).

1. **Registered Office / Branch of the agency should be located within a radius of 100 Kms from CUHP, Dharamshala. The agency should submit a proof of its office address.**
2. If the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification the bids will be opened on next working day, time and venue remaining unaltered.
3. CUHP reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the CUHP.
4. The bidders supplying the Stationery must strictly adhere to the specification/brands mentioned in the tender document.
5. Any clarification issued by CUHP in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to Amendment of relevant clauses of the bid documents.
6. CUHP reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
7. The selected bidder shall be responsible for compliance of all applicable laws, codes, statutory regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.
8. Invoices should be raised in the name of Finance Officer, Central University of Himachal Pradesh, Dharamshala, Distt. Kangra, HP, India - 176215.

Central University of Himachal Pradesh

[Established Under Central Universities Act 2009]

Dharamshala, District Kangra, (H.P)

SECTION-V: SCHEDULE OF REQUIREMENTS

Sl. No.	Item Description	Units	Make
1	Attendance Register 65 GSM Cardboard cover, size A4 Shape Rectangular. (of 100 Pages (Per Piece))	Nos	Shipra/ABD
2	Register single line ruled 150 pages, 75 GSM, A4 size rectangular, Hard bind cardboard	Nos	Shipra/Evergreen/Classmate
3	Pen-Roller Ball (Blue/Black/Red/Green) (Per Piece)	Nos	Pilot/Uniball
4	Pen-Ball Point (Blue/black/Red/Green) (Per Piece)	Nos	Reynolds/Cello/Luxor
5	Correction Pen (Fluid White)	Nos	Faber-Castell/Camlin
6	White board Marker (Black/Red/Green/Blue)	Nos	Faber-Castell/Camlin/Luxor
7	CD/OHP Marker, Pack of 5 (Black/Red/Green/Blue)	Set	Faber-Castell/Camlin/Luxor
8	Bold Permanent Marker (Black/Red/Green/Blue)	Nos	Faber-Castell/Camlin/Luxor
9	Paper Cutter big size (14 cm) (Per piece)	Nos	Natraj/Kebica
10	Binder clips-15MM (Pack of 12)	Pack	Oddy/Acco
11	Binder clips-32MM (Pack of 12)	Pack	Oddy/Acco
12	Binder clips-41MM (Pack of 12)	Pack	Oddy/Acco
13	Paper Clips -26 mm (Pack of 200)	Pack	Good Quality
14	Paper Clips -35 mm (Pack of 200)	Pack	Good Quality
15	Pencil (Set of 10)	Set	Natraj/Camlin/Apsara
16	Pen/Pencil Carbon paper (Pack of 100 sheets)	Pack	Kores/Camlin
17	Pencil Eraser Non-dust	Nos	Natraj/Camlin/Apsara
18	Pencil Sharpener (Pack of 20)	Pack	Natraj/Camlin/Apsara
19	Pen/Pencil holder (Per Piece)	Nos	Kebica/Solo/Omega
20	Tape Brown -2" (Per Piece)	Nos	Diamond/Wonder
21	Tape Transparent -1" (Per Piece)	Nos	Diamond/Cello
22	Tape Transparent -1/2" (Per Piece)	Nos	Diamond/Cello
23	Copier Paper-A4 Size 75 GSM (500 sheets per Ream)	Ream	JK/Bilt
24	Plastic Foot ruler 12" Size (Per Piece)	Nos	Camlin/Cello/Natraj
25	Plastic Foot ruler 6" Size (Per Piece)	Nos	Camlin/Cello/Natraj
26	Transparent L-type plastic folder with printing type (Pack of 20)	Pack	Good Quality
27	Calculator Basic-12 digit (Per Piece)	Nos	Casio/Citizen
28	Scientific Calculator – 991ES Plus (Per Piece)	Nos	Casio

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29	Stapler HD-10 (Per Piece)	Nos	Kangaro/Max
30	Stapler HP-45 (Per Piece)	Nos	Kangaro/Max
31	Stapler Pins No. 10, (box of 20 pkt)	Pack	Kangaro/Max
32	Stapler Pins 24/6 (Per Piece) (box of 20 pkt)	Pack	Kangaro/Max
33	Stapler Pins 24/10 (Per Piece) (box of 20 pkt)	Pack	Kangaro/Max
34	Cobra File (Per Piece)	Nos	Neelgagan/Diplomat/Good Quality
35	File Board No. 51 (Per Piece)	Nos	Neelgagan/Diplomat/Good Quality
36	Index/Box File (Per Piece)	Nos	Neelgagan/Diplomat/Good Quality
37	Punch less file (Per Piece)	Nos	Solo/Sun/Good Quality
38	Ring File 1 1/2" (Per Piece)	Nos	Neelgagan/Solo
39	Ring File 1" (Per Piece)	Nos	Neelgagan/Solo
40	Ring File 2" (Per Piece)	Nos	Neelgagan/Solo
41	Paper Punching Machine -DP 600 (Per Piece)	Nos	Kangaro/Max
42	Single Punch (Per Piece)	Nos	Kangaro/Max
43	Sticky Color Flags (1" x 3")	Pack	3M/Oddy
44	Sticky Color Flags (1/2" x 3")	Pack	3M/Oddy
45	Duster for green board (Per Piece)	Nos	Good Quality
46	Duster for white board (Per Piece)	Nos	Good Quality
47	Glue Stick - 15 gm	Nos	Faber-Castell/Fevi Stick
48	Glue squeeze bottle -50 gm	Nos	Fevicol
49	Scissors Size- 6" (Per Piece)	Nos	Good Quality
50	Highlighter Pen (Set of 5 Assorted Colors)	Pack	Faber Castell/Cello
51	Drawing/Push Pin (Pkt of 50)	Pack	Good Quality
52	White Board (6'x4')	Nos	Good Quality
53	White Board (4'x3')	Nos	Good Quality
54	White Board Duster	Nos	Good Quality
55	Envelope (Yellow/White) A4 size 120 GSM, 10x12 inch	Nos	Good Quality
56	Envelope (Yellow/White) A3 size 200 GSM, 13x18 inch	Nos	Good Quality
57	Envelope (Yellow/White) 120 GSM, 11x5 inch	Nos	Good Quality
58	Envelope (Yellow/White) 120 GSM, 9x4 inch	Nos	Good Quality
59	Noting Sheet green Legal size 80 GSM, 100 sheets	Pack	Neelgagan/Good Quality
60	Poker with wooden handle	No	Good Quality
61	Chalk Dustless (Pack of 10)	Pack	Apsara
62	CD R/W	No.	Maxell/Sony
63	Pen Drive (32 GB)	No.	Sandisk/Kingston/HP

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64	Draft/Type Paper-A4 Size (100 sheets per Ream)	Ream.	Good Quality
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SECTION-VI: ELIGIBILITY CONDITIONS / PRE-REQUISITE QUALIFICATIONS

- 1) The bidders should never have been black listed by any Government/ Semi Government /Board/Corporations/Autonomous Body during last five years. A declaration on company/firm letterhead has to be submitted by the bidder to this effect (Format attached in Annexure-A).
- 2) Average Annual Turnover of Bidder should not be less than Rs. 10.00 Lakhs from Stationery business only during the last three F.Y. i.e. 2017-18, 2018-19 and 2019-20. The bidders should submit the turnover proof, IT Returns duly audited (by a Chartered Accountant) for this period, to be attached with the Technical Bid.
- 3) The bidders are required to submit samples along with Technical Bid of each stationery item for which rates have been quoted (the samples of only Technically Qualified Bidders shall be examined/evaluated). Financial Bids of only approved samples and technically qualified bidders shall be opened.
- 4) The bidder should submit three (3) work completion certificates /purchase orders for supply of stationery items for more than Rs. 1 Lakh each in last 5 years in any government organisation / Semi govt / State Govt. Organisation/ Govt. Educational Institutes.
- 5) The bidder must attach self-attested copies of its Bank Account, PAN, GST number, Certificate of incorporation/registration.
- 6) In their own interest the bidders are advised to submit the desired papers/documents with their technical bids as per Section-VII: Checklist, failing which the bids shall be declared un-responsive.

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SECTION-VII: CHECKLIST FOR THE TENDERER

Name of the Firm/Agency: Registered Address:	<u>EMD Details</u> DD No: DD Amount: Dated: Bank Name/Branch:
Telephone No: Mobile No: Email Address:	<u>Tender Fee Details</u> DD No: DD Amount: Dated: Bank Name/Branch:

***Mandatory Supportive Documents to be submitted by the Tenderer.**

S. No	Documentary Proof of	Attached Yes/No	Appendix No. if attached
01	Signed copy of Tender Document		
02	Average annual Turnover for supply of Stationery Items at least Rs.10 Lakhs (Rupees Five Lacs) of the Preceding three F.Y. (i.e. 2016-17,2017-18 & 2018-19) as per audited statement of account.		
03	IT Return Acknowledgement for the preceding three F.Y. (i.e. 2016-17,2017-18 & 2018-19)		
04	Registration Certificate/Certificate of incorporation		
05	Bank Account details		
06	GST Registration Certificate		
07	Copy of PAN/CIN No. of the Company		
08	Details of minimum three clients for reference with name, designation and contact details		
09	Contact Person Name, Designation, Mobile No., Land Line & Email-Id		
10	Declaration for Non-Blacklisting of the firm/agency (Format as per Annexure-A)		
11	Similar work completion certificates as demanded vide clause no. 4 of Eligibility Conditions.		
12	Samples of required Stationery Items as per Section-V		
13	Undertaking as per Annexure-B		
14	Proof of Office address within a radius of 100 Kms of Dharamshala		

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on company Letter head.		
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PART-II: FINANCIAL BID

SECTION-VIII: FINANCIAL BID/ BILL OF QUANTITIES

(to be submitted in separate envelope)

1. Undertaking to be submitted on Company Letterhead

To

**CENTRAL PURCHASE OFFICER (CPO)
CENTRAL UNIVERSITY OF HIMACHAL PRADESH
TAB-II, DHARAMSHALA,
KANGRA, HIMACHAL PRADESH - 176215**

Dear Sir,

Having examined the conditions of contract and specifications including addendum no's (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide in conformity the said services to be rendered, conditions of contract and specifications for the sum shown in the Bill of Quantities Section-VIII(2) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within time limit from the date of issue of your Purchase Order/Work Order.

If our Bid is accepted, we will submit the performance security as per condition mentioned in tender document.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order/Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive. We have applied and have submitted required EMD/bid security as required by the of tender document.

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Dated thisday of..... 2020

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of.....

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2. Bill of Quantities

a) Name of the Firm/Supplier: _____

b) PAN No: _____

S.No.	ITEM DESCRIPTION	UNITS	MAKE	BASIC RATE (in Rs.)	GST in %	TOTAL AMOUNT (in Rs.)
1	Attendance Register 65 GSM Cardboard cover, size A4 Shape Rectangular. (of 100 Pages (Per Piece))	Nos	Shipra/ABD			
2	Register single line ruled 150 pages, 75 GSM, A4 size rectangular, Hard bind cardboard	Nos	Shipra/Evergreen/ Classmate			
3	Pen-Roller Ball (Blue/Black/Red/Green) (Per Piece)	Nos	Pilot/Uniball			
4	Pen-Ball Point (Blue/black/Red/Green) (Per Piece)	Nos	Reynolds/Cello/Luxor			
5	Correction Pen (Fluid White)	Nos	Faber-Castell/Camlin			
6	White board Marker (Black/Red/Green/Blue)	Nos	Faber-Castell/Camlin/ Luxor			
7	CD/OHP Marker, Pack of 5 (Black/Red/Green/Blue)	Set	Faber-Castell/Camlin/ Luxor			
8	Bold Permanent Marker (Black/Red/Green/Blue)	Nos	Faber-Castell/Camlin/ Luxor			
9	Paper Cutter big size (14 cm) (Per piece)	Nos	Natraj/Kebica			
10	Binder clips-15MM (Pack of 12)	Pack	Oddy/Acco			
11	Binder clips-32MM (Pack of 12)	Pack	Oddy/Acco			
12	Binder clips-41MM (Pack of 12)	Pack	Oddy/Acco			
13	Paper Clips -26 mm (Pack of 200)	Pack	Good Quality			
14	Paper Clips -35 mm (Pack of 200)	Pack	Good Quality			
15	Pencil (Set of 10)	Set	Natraj/Camlin/Apsara			

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16	Pen/Pencil Carbon paper (Pack of 100 sheets)	Pack	Kores/Camlin			
17	Pencil Eraser Non-dust	Nos	Natraj/Camlin/Apsara			
18	Pencil Sharpener (Pack of 20)	Pack	Natraj/Camlin/Apsara			
19	Pen/Pencil holder (Per Piece)	Nos	Kebica/Solo/Omega			
20	Tape Brown -2" (Per Piece)	Nos	Diamond/Wonder			
21	Tape Transparent -1" (Per Piece)	Nos	Diamond/Cello			
22	Tape Transparent -1/2" (Per Piece)	Nos	Diamond/Cello			
23	Copier Paper-A4 Size 75 GSM (500 sheets per Ream)	Ream	JK/Bilt			
24	Plastic Foot ruler 12" Size (Per Piece)	Nos	Camlin/Cello/Natraj			
25	Plastic Foot ruler 6" Size (Per Piece)	Nos	Camlin/Cello/Natraj			
26	Transparent L-type plastic folder with printing type (Pack of 20)	Pack	Good Quality			
27	Calculator Basic-12 digit (Per Piece)	Nos	Casio/Citizen			
28	Scientific Calculator – 991ES Plus (Per Piece)	Nos	Casio			
29	Stapler HD-10 (Per Piece)	Nos	Kangaro/Max			
30	Stapler HP-45 (Per Piece)	Nos	Kangaro/Max			
31	Stapler Pins No. 10, (box of 20 pkt)	Pack	Kangaro/Max			
32	Stapler Pins 24/6 (Per Piece) (box of 20 pkt)	Pack	Kangaro/Max			
33	Stapler Pins 24/10 (Per Piece) (box of 20 pkt)	Pack	Kangaro/Max			
34	Cobra File (Per Piece)	Nos	Neelgagan/Diplomat/Good Quality			
35	File Board No. 51 (Per Piece)	Nos	Neelgagan/Diplomat/Good Quality			
36	Index/Box File (Per Piece)	Nos	Neelgagan/Diplomat/Good Quality			
37	Punch less file (Per Piece)	Nos	Solo/Sun/Good Quality			

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38	Ring File 1 1/2" (Per Piece)	Nos	Neelgagan/Solo			
39	Ring File 1" (Per Piece)	Nos	Neelgagan/Solo			
40	Ring File 2" (Per Piece)	Nos	Neelgagan/Solo			
41	Paper Punching Machine -DP 600 (Per Piece)	Nos	Kangaro/Max			
42	Single Punch (Per Piece)	Nos	Kangaro/Max			
43	Sticky Color Flags (1" x 3")	Pack	3M/Oddy			
44	Sticky Color Flags (1/2" x 3")	Pack	3M/Oddy			
45	Duster for green board (Per Piece)	Nos	Good Quality			
46	Duster for white board (Per Piece)	Nos	Good Quality			
47	Glue Stick - 15 gm	Nos	Faber-Castell/Fevi Stick			
48	Glue squeeze bottle -50 gm	Nos	Fevicol			
49	Scissors Size- 6" (Per Piece)	Nos	Good Quality			
50	Highlighter Pen (Set of 5 Assorted Colors)	Pack	Faber Castell/Cello			
51	Drawing/Push Pin (Pkt of 50)	Pack	Good Quality			
52	White Board (6'x4')	Nos	Good Quality			
53	White Board (4'x3')	Nos	Good Quality			
54	White Board Duster	Nos	Good Quality			
55	Envelope (Yellow/White) A4 size 120 GSM, 10x12 inch	Nos	Good Quality			
56	Envelope (Yellow/White) A3 size 200 GSM, 13x18 inch	Nos	Good Quality			
57	Envelope (Yellow/White) 120 GSM, 11x5 inch	Nos	Good Quality			
58	Envelope (Yellow/White) 120 GSM, 9x4 inch	Nos	Good Quality			
59	Noting Sheet green Legal size 80 GSM, 100 sheets	Pack	Neelgagan/Good Quality			

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60	Poker with wooden handle	No	Good Quality			
61	Chalk Dustless (Pack of 10)	Pack	Apsara			
62	CD R/W	No.	Maxell/Sony			
63	Pen Drive (32 GB)	No.	Sandisk/Kingston/HP			
64	Draft/Type Paper-A4 Size (100 sheets per Ream)	Ream.	Good Quality			

The Financial bid being submitted has the approval of the _____ (Name of the firm/agency) and I have been authorized to submit it.

Place:

Signature: _____

Date:

Name: _____

Designation: _____

Note:

1. In case of discrepancy between unit price and total price, the unit price shall prevail.
2. Bidder can use separate sheet, if required. But Price should be quote data prescribed Format. If any other format is used, Bid shall be liable for rejection.

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PART-III: ANNEXURES

ANNEXURE-A: Non-Blacklisting declaration ***(to be submitted on Letter Head of bidder along with Technical Bid)***

Dated:

To,

.....
.....
.....
.....

Subject: Declaration for Non-Blacklisting

Tender Reference No: 1-3/CUHP/CS/STORES/2019/06 dt. 27/01/2021

Name of Tender/Work: Rate Contract for Supply of Stationery Items for Central University of Himachal Pradesh, Dharamshala.

Dear Sir,

I/We hereby declare that I/we have not been blacklisted by any Central/ State Government/agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world during last 5 years for any kind of fraudulent activities.

Yours Faithfully,

(Signature & Name of the Bidder, with Official Seal)

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ANNEXURE-B: Undertaking To Quote The Rates For All Tendered Items As Per Schedule-VIII

(to be submitted on Letter Head of bidder along with Technical Bid)

Dated:

To,

.....
.....
.....
.....

Subject: DECLARATION TO QUOTE THE RATES FOR ALL TENDERED ITEMS AS PER SCHEDULE-VIII

Tender Reference No: 1-3/CUHP/CS/STORES/2019/06 dt. 27/01/2021

Name of Tender/Work: Rate Contract for Supply of Stationery Items for Central University of Himachal Pradesh, Dharamshala,

Dear Sir,

I/We _____ (*Name of the Bidder*) hereby undertake that I/We have quoted rates as demanded vide SCHEDULE-VIII of the Tender No1-3/CUHP/CS/STORES/2019/06 dt. 27/01/2021 for all the Items.

I further declare that,

1. I have quoted rates for 100% of the Items as per Schedule-VIII of the Tender Document.
2. I further understand that in case any sample submitted along with the Technical Bid is rejected for that item by the evaluation committee, either that sample shall be replaced with another good quality sample (as per satisfaction / approval) by the evaluation committee within 03 days or my bid is liable to be declared disqualified and shall not be considered for opening of financial bid.
3. I further understand that if it is found after opening of Financial Bid that the rates are not quoted for 100% stationery articles as demanded, my bid is liable to be disqualified even after opening of Financial Bid.

Yours Faithfully,

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(Signature & Name of the Bidder, with Official Seal)

ANNEXURE-C: Performance Guarantee Format

(To be signed by the finalized bidder, before rendering services to the University on a non-judicial stamp paper of Rs. 100/-)

Dear Sir,

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No dated to supply (description of goods and services) (hereinafter called "the contractor").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as Performance Security for the compliance with its obligations in accordance with the contract.

AND WHEREAS we (name of the Bank) have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier and we do hereby undertake to pay to the University an amount not exceeding (Rupees)
(amount of the guarantee in words and figures), upon your first written demand declaring the supplier to be in default under the contract against any loss of damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the University stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the University by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
(Rupees) (amount of the guarantee in words and figures).

3. We undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the University

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under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the guarantee thereafter.

5. We further agree with University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the University to the said contractor(s) or any indulgence by the University to the said Contractor(s) or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

7. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

8. Notwithstanding anything contained herein above our liability under the guarantee is restricted to and shall remain in force until Unless a claim or suit under this guarantee is filed with us on or before

9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

10. We, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the University in writing.

Dated the date of.....

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer
Code No.....

Seal, Name & Address of the Bank Branch

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ANNEXURE-D: Contract Agreement

(To be signed by the finalized bidder, before rendering services to the University on a non-judicial stamp paper of Rs. 100/-)

1. This agreement is made on (date) between Central University of Himachal Pradesh, (Hereinafter called CUHP which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from to
2. Whereas CUHP has invited tender for providing Security Services in the CUHP for.....
- 3 CUHP has approved the tender for the work at an amount of ` The work is to be carried out as per the direction of the designated officer.
4. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between CUHP and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
5. The contract period shall be initially for with effect from to which can be extended on mutual consent of both the parties for the additional period. The following documents have been annexed as integral part of contract and initialled one behalf of parties hereto: (a) Tender document.(b) Price bid No.(c) Letter No.
6. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss / shortage of any material to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
7. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the institute.
8. The contractor has furnished a security of ` (Rupees only) in shape of "Deposit at Call" No..... Duly pledged and renewed upto in favour of Central University of Himachal Pradesh, which shall carry no interest.
9. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Vice-Chancellor, Central University of Himachal Pradesh, or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Dharamshala.
10. All equipment / material etc. required for Security Services of the University Campuses will be provided by Contractor.
11. The contractor will not sub-let the contract of these services to any other agency or individual(s).

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12. The contractor amount of this work is as per the rate approved with services charges.
13. The contractor will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
14. Contractor will submit photocopy of challans of deposits of EPF & ESI along with bill every month.
15. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of its contact.
16. The responsibility for implementing the instructions / guidelines for working on National holidays and Sundays would be of the contractor.
17. Since the personnel will be employees of the contractor, the Central University of Himachal Pradesh will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the contractor and there shall be no liability of CUHP in that respect.
18. Contractor will ensure that the staff is periodically changed to ensure better output and result.
19. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
20. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor by 3rd of next month and after due scrutiny Central University of Himachal Pradesh will make requisite payment to contractor by 7th of the same month of submission of the bill.
21. The workmen of the contractor shall have no privy of the contract with the company and there shall be no master servant relationship between the Central University of Himachal Pradesh and the contractors workmen of any nature whatsoever.
22. Any loss due to negligence, if proved, of security staff will be compensated by the contractor
23. The contractual amount payable to contractor every month would be reviewed as and when minimum wages rate revised by Government of Himachal Pradesh.
24. The contractor shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
25. Contractor or his representative will remain in constant touch with concerned official of Central University of Himachal Pradesh for better understanding and effective work.
26. All records, attendance registers and documents will be maintained and kept by the contractor.
27. The contractor will also submit an affidavit for committing minimum wages to the workers deployed by him/them, abide by the Labour Act 1970 amended from time to time, contract labour Central rates 1971, workmen compensation Act, P.F. & Misc. Provision Act 1952 before the start of the work. Security deposit will be released once no-objection certificates are made available from all the statutory bodies relevant under the contract.
28. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
29. That the courts at Dharamshala alone shall have exclusive jurisdiction for all the legal purposes.

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30. That in case of any loss being suffered by CUHP or the violation of the terms and conditions of contract; the CUHP shall have right to deduct all claims against contractor for the security and CUHP shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.

31. That in case if the contractor withdraws from the contract within the period of contract, the CUHP shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of Rs 5 Lakhs to CUHP. In witness where of the parties here set their hand the day and year here in above written.

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