



SAVITRIBAI PHULE PUNE UNIVERSITY

E-TENDER DOCUMENT

NAME OF THE WORK

To provide the service of scanning of answer books as per the requirements of the examination section.

Director
Board of Examinations and Evaluation
Savitribai Phule Pune University

Savitribai Phule Pune University

TENDER Document

DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression "University" as used in the tender papers shall mean the Savitribai Phule Pune University, Pune 411007.
- b) The expression "Vendor" used in the tender papers shall mean the successful tenderer whose tender has been accepted and who has been authorized to proceed with the work.
- c) The expression "Contract" as used in tender papers shall mean the deed to contract together with its original accompaniment and those latter incorporated in it by mutual consent.
- d) The "contract sum" shall mean the sum for which the tender is accepted.
- e) The "Accepting Authority" shall mean the committee competent to accept the tender.
- f) The "Day" shall mean a day of 24 hours.

SCOPE OF WORK:

1. Vendor will provide the service of scanning of answer books.
2. After scanning of each answer book, vendor will give unique name to each file as per the specification communicated by the revaluation unit of the examination section.
3. After naming to each scanned file, the vendor will upload the answer book to the university server as per guidelines issued to the vendor by the revaluation unit.
4. The work of scanning of answer books is time bound as per schedule finalized by the examination section for photocopy, verification and revaluation activities.
5. The successful vendor will provide the service of scanning, photocopy and verification to the revaluation unit of the examination section of the Savitribai Phule Pune University.
6. The vendor must maintain log of scanned answer books. Also provide complete information to the photocopy, verification and revaluation section.
7. The successful vendor must take the answer book from authorized employee from the photocopy, verification and revaluation section. Scan answer books and handover to the authorized employee.
8. Vendor should not unbind the hard copy of answer book for scanning.
9. Scanning of answer books should be done on 300 dpi (dots per inch).
10. Scanned documents should be in PDF format.
11. Answer books should be scanned in coloured mode and not in black & white or grey scale.
12. The vendor should provide capacity to scan average 2000-5000 answer books per day on all days of week.
13. The estimated quantum of work for scanning of answer books amounts to approximately 20 Lakh pages in each examination session. There are summer and

winter sessions in each academic year. Vendor should consider that university may allot variable volume work and vendor must comply these requirements within the time limit specified.

14. The quantities in the BOQ approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim by the Bidder shall be entertained by the examination section on this issue.
15. University will provide the answer books to the authorized representative of the vendor, appointed by him for supervising the scanning work. Proper record of these confidential activities shall be maintained by the vendor and shall be made available immediately to the Director, Board of Examinations and Evaluation.
16. The equipment's installed in SPPU, Pune shall be used exclusively for the purpose of the revaluation unit of the examination section of the Savitribai Phule Pune University.
17. The vendor will ensure that the answer books handed over to his authorized representative are kept in proper condition and no answer book shall get spoiled or lost or trimmed *or* damaged or misplaced.

TERMS & CONDITIONS

1. Bidders are invited for scanning of the answer books, of the examination section of the Savitribai Phule Pune University.
2. The bidder shall scan the answer book using the state-of-the-art equipment at the premises of the examination section of the Savitribai Phule Pune University.
3. The confidentiality of records should not be breached at any point of time. Bidder shall give an undertaking stating that the bidder will maintain confidentiality and security of data and will not take away data outside the examination section in any form.
4. The bidder must own scanning equipment's and other hardware/software, which they must install and operate at the examination section of the Savitribai Phule Pune University.
5. The Bidder must provide sufficient manpower required to operate scanning equipment's and other associated work assigned to him as per terms and conditions.
6. The Bidder must have registered company /firm office in Pune with existence since 10 years.
7. The bidder must have at least 4 years' experience of scanning of answer sheets for revaluation in any one Government recognized University of Maharashtra and must have provided experience certificate.
8. At least one project of scanning should be going on in any government organization of Maharashtra or any state-recognized university of Maharashtra in last financial year.
9. The bidder(s) must submit copies of the certificates about turnover from the statutory Chartered Accountant for last three financial years.
10. It is mutually agreed by and between the Savitribai Phule Pune University, Pune and the successful bidder that the acceptance of the successful bidder's offer for the scanning work shall create a contract between the parties thereto.
11. Validity of the rates in the tender is 90 days from the date of opening of the Tender.
12. Tender should invariably be submitted online in two bid system containing two parts.

Details are as given below.

TECHNICAL BID

Technical BID should contain documents listed below in the tabular format. These documents must be duly filled and signed by the bidder.

Sr. No.	Technical BID related Documents
1.	Copy of the online challan/voucher about amount -earnest money deposit paid by the bidder.
2.	Copy of the certificate issued by the Registrar of the Companies about the bidder's registration under the Companies Act 1996 or as the registered partnership firm. The Company /Firm owned by the bidder should be in existence for at least last 4 years before the date of bidding the tender.
3.	Copy of the shop act registration
4.	Copy of the GST registration.
5.	Copy of the PAN Card allotted to the bidder by the Income Tax Department in the name of owner of the company/firm.
6.	Copy of certificates indicating minimum 2 years of experience of scanning work done by the bidder before the date of bidding the tender. Please attach work orders, completion certificates to elaborate company/firms' experience of scanning the documents. Copy of these certificates required to be obtained from the Officers not below the rank of the Deputy Registrar / Class- I Officer. These certificates need to be self-attested by the concerned bidder.
7.	Copy of acknowledgement of the income tax return filed for last consecutive three assessment years before the date of bidding.
8.	Copy of the certificate from the registered Chartered Accountant clearly mentioning relevant details about the turnover of the bidder during last three assessment years.
9.	Copy of the list of scanning equipment, hardware, software and relevant accessories and also mention about the technical manpower available with the bidder (which will be used for scanning work).
10.	Form I filled by the bidder.
11.	Affidavit confirming the correctness of all relevant documents submitted by the bidder for the receipt of the work order. A separate declaration in the same affidavit shall be given to confirm that, the company/firm is not blacklisted by any Government/Semi-Government organization or the Recognized University in India.

FINANCIAL BID

Financial bid should contain the rate of scanning per page in the Annexure-II filled by the bidder. It should be submitted online.

The Rates quoted by the Tenderers (Bidder) should be exclusive of GST. These taxes, as applicable will be paid by the university to the vendor as a part of the bill submitted by him.

QUALIFYING CRITERIA

1. COVER NO. I TENDER (TECHNICAL BID)

Bidder should have successfully completed at least one work of scanning of answer books or similar academic/confidential documents costing not less than Rs. 10.00 lakhs (Rs. Ten lakhs Only as a single order) during last three financial years for the Government/ Semi Government organizations/Universities or reputed educational institutes (Information to be given in Form No I enclosed herewith).

Document verification

The necessary certificate as technical document list mentioned in technical bid need to be attached in COVER No. I. In case of failure to provide all these mentioned documents in COVER No. I, bidder will not be eligible for the presentation of the technical demonstration before the technical and advisory committee constituted for this work by the University.

Practical demo/evaluation

After the opening of technical bid, each short-listed bidder must be able to present practical demonstration of scanning work on same date of bid opening.

Demo details

Each short-listed bidder will be given same fix set of answer books (typically 5- 10 answer books) to scan on the equipment brought by the bidder. Each bidder must be able to complete scanning of answer books & create PDF files. Technical and advisory committee members will evaluate the performance of the bidder based on the demonstration of scanning of answer books and conversion in pdf format.

Marking scheme will be based on three parameters-

- Time required to scan answer books- Lower is better. Max marks:10.
- PDF file size after scanning of answer books- Lower is better. Max marks 10.
- Quality of scanned answer books: Max marks 10.

Qualifying criteria for the participation in the financial bid is-

Minimum 40% marks. i.e. 12 Marks out of 30 marks.

Those bidders, who qualify the demonstration work shall only be considered for the financial bid process.

COVER NO. II (FINANCIAL BID)

The second cover, "COVER No. II" shall contain only the main tender. The bidder is expected to quote his offer in terms of item rate at the appropriate places of BOQ template to be submitted online only in "COVER No. II". He should not quote his offer anywhere directly or indirectly in COVER No. I. The 'Bidder' shall quote for the work as per details given in the main tender. It shall be based on the detailed set of conditions/deviations issued after the pre-bid meeting or the modifications done by the examination section after discussions in technical and advisory committee and made available on www.mahatenders.gov.in. The tender shall be unconditional.

E-TENDERING PROCEDURE

Guidelines to Bidder on the operations of Electronic Tendering System

1.1 Blank Tender Forms

Tender Forms can be downloaded from the e-Tendering Portal of the Government of Maharashtra i.e. <http://www.mahatenders.gov.in> after entering the details of payment towards tender fees as per the tender schedule declared on the web-portal.

- 1.2 The tender submitted by the bidder shall be based on the clarification, additional facility offered, (if any) by the photocopy, verification & revaluation units of the examination section. Conditional tenders will be summarily REJECTED.
- 1.3 All bidders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non - responsive. The bidder should clearly mention in forwarding letter that his offer does not contain any condition, deviations from terms and conditions stipulated in the tender.
- 1.4 Bidders should have valid class II or class III digital signature certificate (DSC) obtained from any certifying authority. In case of requirement of DSC, interested Bidders should go to www.mahatenders.gov.in and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
- 1.5 For any assistance on the use of electronic tendering system, the users may contact examination section or call on telephone number 020-25621436.
- 1.6 Tenderers should install the mandatory components available on the home page of www.mahatenders.gov.in under the section 'Mandatory Components' and make the necessary browser settings provided under section 'Internet Explorer Settings'.

2 Pre-requisites to participate in the tenders processed by the Savitribai Phule Pune University

2.1 Enrollment and Empanelment of Bidders on Electronic Tendering System

The bidders interested in participating in the Tenders published on the web-portal of the Savitribai Phule Pune University by using the Electronic Tendering System shall be required to enroll on www.mahatenders.gov.in to obtain user ID.

After the submission of application for the enrollment on the system, the application information shall be verified by the authorized representative of the Service Provider.

If the information is found to be complete, the enrollment submitted by the Vendor shall be approved.

The Bidders may obtain the necessary information on the process of enrollment either from Helpdesk Support team or enrolled directly on Web site www.mahatenders.gov.in.

2.2 Obtaining a digital certificate

The digital certificates are issued by any approved Certifying Authority authorized by the Controller of Certifying Authorities of the Government of India. It is necessary to submit documents justifying the need of a digital certificates.

Bid data/information for a particular Tender may be submitted only using the digital certificate which is used to encrypt the data during the preparation of bid. In case, during the process of preparation and submission of a Bid for a particular Tender, the Bidder loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he/she may not be able to submit the Bid online. Hence, the Users are advised to store his/her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering if the digital certificate issued to an authorized user of the partnership firm used for signing and submitting the bid, it will be considered equivalent to a no objection certificate/power of attorney to that User to submit the bid on behalf of the partnership firm. The partnership firm must authorize a specific individual via an authorization certificate signed by the partners of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act 2000.

Unless the digital certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of the Government of Maharashtra as per Indian Information Technology Act 2000. The Digital Signature of this Authorized user will be binding on the firm. It shall be the responsibility of partners of the firm to inform to the certifying authority or sub certifying authority, if the authorized user changes, and apply for a fresh digital signature certificate. The procedure for application of a digital signature certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private/Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information of the process of application for obtaining the digital certificate, the Bidders may visit the section digital certificate on the Home Page of the Electronic Tendering System.

2.3 Recommended hardware and internet connectivity

To operate on the electronic tendering system, the Bidders are recommended to use computer system with at least 1 GB of RAM and broadband connectivity with the minimum 512 kbps bandwidth, Windows 7.0, Java 1.60 and I.E.7 and above.

2.4 To operate on the electronic tendering system of the Government of Maharashtra, the computer system of the Bidders is required to be set up. The Bidders are required to install utilities available under the section mandatory installation components on the Home Page of the system.

The utilities are available for download freely from the above-mentioned section. The Bidders are requested to refer to the E-Tendering tool kit for Bidders available online on the Home Page to understand the process of setting up the system. Or alternatively, contact the Helpdesk support Team for getting the information / guidance on the process of setting up the System.

Steps to be followed by bidders to participate in the e-tenders processed by maha tenders

3.1 Preparation of online Briefcase

All bidders enrolled on the Electronic Tendering System of the Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Bidders can use the online briefcase to store their scanned copies of frequently used documents/files to be submitted as a part of their bid response. The Bidders are advised to store the relevant documents in the briefcase before starting the bid Preparation and during the submission stage.

In case, the Bidders have multiple documents under the same type (e.g., multiple Work Completion Certificates) as mentioned above, the Bidders advised to either create a single pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Bidders are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note : Uploading of documents in the briefcase does not mean that the documents are available to the Savitribai Phule Pune University at the time of tender opening stage unless the documents are specifically attached to the bid during the online Bid preparation as well as during the discussion meeting.

Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the detailed tender notice along with the Time Schedule (Key Dates) for all live tenders released by the Savitribai Phule Pune University on the e-Tendering portal on <http://www.mahatenders.gov.in>.

3.2.2 Online Bid Preparation

Submission of bids will be preceded by the online bid preparation and submission of the digitally signed documents within the Tender Time Schedule (Key dates) published in the Detailed Notice- “Inviting Tender”. The bid data is to be prepared in the templates provided by the Tendering Authority of the Savitribai Phule Pune University.

In the up loadable document type of templates, the bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

3.2.3 Short listing of bidders for the financial bidding process

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for the financial bidding process. The short-listed bidders will be intimated by e-mail/phone.

3.2.4 Opening of the financial bids

The bidders must remain present at Meeting Hall of the Director, Board of Examinations and Evaluation, Examination Section, Savitribai Phule Pune University, Pune 411 007 at the time of opening of the financial bids. However, the details about the financial bids submitted by the short-listed Bidders shall be available on the <http://mahatenders.gov.in> e-Tendering Portal immediately after the completion of the

financial bid opening process.

3.2.5 Tender schedule (Key dates)

The Bidders are strictly advised to follow the dates and time allocated to each stage of e-tendering process under the column "Bidder Stage" as indicated in the time schedule in the detailed Tender Notice for the Tender. All the online activities are time tracked and the electronic tendering system enforces time-locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as published in the tender schedule.

At the sole discretion of the tender authority, the time schedule of the tender stages may be extended and communicated well in advance to bidders.

4 **Documents to be uploaded online**

The scanned copies of various documents to be submitted/uploaded online are listed in the online technical bid. The documents shall be specifically attached to the bid during the online bid preparation as per the on-line instructions on the web-portal. Following documents shall be scanned and uploaded online at the respective templates of the technical bid during the on-line filling of the information on maha-tender portal.

5 **Submission of tender**

Refer to the section guidelines to Bidders available on the web portal of the Electronic Tendering System of www.mahatenders.gov.in.

6 **Opening of tender**

On the date, specified in the tender schedule, procedure mentioned in qualifying criteria will be adopted for opening of the tender.

7 **Earnest money deposit**

The earnest money will be refunded in due course in case of those bidders, whose tenders are not accepted. In case of successful tenders, the earnest money deposit will be refunded after paying the security deposit and completing all formalities as per the agreement and work order issued to the vendor. The amount of earnest money deposit may be forfeited by the university in case the successful bidder does not pay the amount of initial security deposit within the specified time limit. Earnest money exemption certificate shall not be accepted.

8 **Security deposit**

The successful tenderer shall have to deposit Rs. Two lakhs only towards the security deposit to comply the terms and conditions mentioned in the work order also mentioned in the agreement document. The security deposit shall be retained for full period of completion of work and it should be extendable up to the expiry of valid extension, if any, as per the requirements given by the Director, Board of Examinations and Evaluation.

9. **Time limit**

Initially the agreement shall be done for duration of one year and may be extended further based on the performance of the service provider.

10. **Tender rate**

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted.

11. **Tender units**

The tenderers should particularly note the unit mentioned in the Schedule BOQ on which the rates are based. No change in the units shall be allowed. In case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

12. Corrections

No corrections shall be made in the tender documents. Any corrections that are to be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

13. Tenders' acceptance

Responsibility of the acceptance of tender will rest with the tender accepting authority; Savitribai Phule Pune University, who reserves the right to reject any or all tenders without assigning any reason. The tenderer whose tender is accepted will have to enter into a regular B-2 agreement within 10 days of being notified to do so. In case of failure on the part of the tenderer to sign the agreement within the stipulated time, the earnest money deposit paid by him shall stand forfeited to the University and the offer of the tenderer shall be considered as withdrawn by him.

14. Conditional tender

The tenders do not fulfill the condition of the notification and the general rules and directions for the guidance of Bidder in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason.

15.

The tenderers shall be presumed to have carefully examined the conditions and type of the work and have fully acquainted themselves with all details and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

16.

The data whatsoever supplied by the photocopy, verification & revaluation unit of the examination section along with the tender documents are meant to serve only as guide for the tenderers while tendering and the photocopy, verification & revaluation unit accepts no responsibility whatsoever either for the accuracy of data for their comprehensiveness.

17.

All scanned pages of tender documents, conditions, specifications, corrections slip etc. shall be initialed by the tenderer. The tenderer should bear his full signature or the full signature of his authorized power of attorney holder in case of a firm.

18.

The income tax including surcharge or percentage of amount towards the payment of income tax in force from time to time or at the rate as intimated by the competent income tax authority shall be deducted from bill amount whether measured bill, advance payment, or the secured advance.

19. Validity period

The offer shall remain open for acceptance for the minimum period of 90 days from the date of submission of the tender.

GENERAL TERMS AND CONDITIONS

1.

The University shall hold the earnest money deposit paid by the successful bidder along with tender until; he submits the security deposit for the execution and due fulfillment of the contract. If successful bidder fails to submit the security deposit amount by way of demand draft in favour of the Finance and Accounts Officer, SPPU, payable at Pune within 10 days after issuance of the acceptance letter by the Director, Board of Examinations and Evaluation, the University will forfeit the earnest money deposit. The University shall pay no interest on the earnest money deposit and the security deposit.

2.,

On receipt of the intimation from the University about the acceptance of the tender, the successful bidder shall be bound to implement the contract and submit the security deposit amount within eight days of the receipt of the acceptance letter. The written

acceptance by the bidder will constitute a binding contract between the University and the person so tendering, whether such formal agreement is or is not subsequently executed.

3. The vendor shall not assign the sub-contract to any other agency. He shall not sublet any portion of the contract except with the written consent of the University. In case of breach of these conditions, the University may serve a notice in writing to the vendor reconsidering the contract where upon the security deposit shall stand forfeited to the University.
4. Time allowed for carrying out the work shall be strictly observed by the vendor. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence.
5. The vendor shall not be entitled to any compensation for any loss suffered by him because of delays in commencing or executing the work, whatever the cause of delays may be, and the University shall not be liable for any claim in respect thereof. The University does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
6. The vendor for the work shall make his own arrangement of scanning machine, computer and other required equipment with required technical and administrative manpower at the examination section for scanning of answer books.
7. The security deposit of the vendor will be forfeited, if he fails to comply with any of the conditions of the contract.
8. The University shall not be liable for any loss to the vendor whether financial or any human loss at the work space during the work period.
9. Rates quoted should be basis of inclusive of manpower, papers and cost of other material required for the scanning work. GST as applicable will be paid by the University at the time of payment of bills.
10. The vendor shall be responsible for damages (if any) done to the existing property of university during execution by his men.

11. Mode of Payment & Terms & Conditions

The vendor should submit the bill within 15 days after the completion of the work of scanning and the same will be paid within 3 months, if is in order. The payment shall be paid to the vendor only after the successful completion of the work mentioned in the schedule and up to the satisfaction of the Director, Board of Examinations and Evaluation, Savitribai Phule Pune University.

12. Termination

University may, at its sole discretion, at any time terminate the contract and inform the bidder in writing three months' prior. If the bidder is willing to terminate contract for any reason, he should give three months' prior notice to the University. In the event of the contract being so terminated, the bidder shall take such steps, as are necessary to end the services in a cost effective timely and orderly manner. In the event of termination of contract, the bidder will assist in smooth migration to new bidder.

13. Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that it's delay in performance or

other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, the "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include but are not limited to the acts of god or of public, enemy, and acts of the Government of India in their sovereign capacity, acts of war, fires, floods, strikes, lock-outs and freight embargoes. If a Force Majeure situation arises, the vendor shall promptly notify the photocopy, verification & revaluation unit of the examination section in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by the Photocopy, Verification & Revaluation unit in writing, the vendor shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of 3 weeks, the Director, Board of Examinations and Evaluation and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Director, Board of Examinations and Evaluation and the Registrar, Savitribai Phule Pune University shall be final and binding on the vendor.

14. Resolution of disputes and legal jurisdiction

- a. The Director, Board of Examinations and Evaluation and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, they are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of or in connection with the contract, shall be referred to the sole arbitrator appointed by the Vice Chancellor of the Savitribai Phule Pune University whose decision shall be final and binding on the parties. The arbitration and reconciliation Act, 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.
- b. All disputes arising shall be subject to jurisdiction of the appropriate court at Pune and will be governed by the laws of India.

15. Extra Item

The rates of extra items during the contract period, if any, will be finalized mutually agreed by both the parties and duly approved by competent authority of the University.

Indemnity

The vendor shall indemnify the University against all actions, suits, claims and demands brought or made against him in respect of anything done or committed by the vendor in execution of or in connection with the work of this contract and against any loss or damage to the University in consequence of any action or suit being brought against the vendor for anything done or committed in the execution of the work of this contract.

To be printed on Rs.500/- stamp paper

AFFIDAVIT (Notarized)

I..... age years

residing at by
 way of this affidavit do hereby solemnly affirm and declare that I Partner /
 Director of the firm and
 submitting the tender for the work to provide the service of scanning of answer books. The
 documents, I have submitted in Cover No. I are true and correct. I further solemnly affirm that
 there is no incorrect or misleading or incomplete information submitted in the documents. If
 the incorrect or misleading or incomplete information found in the documents, I will be
 responsible for the legal consequences and eligible for the legal action taken by the
 Savitribai Phule Pune University.

I also declare that any Government/Semi Government organization/State recognized
 universities has not blacklisted our firm/company.

Bidders signature with Seal

Note- Scanned copy of the affidavit shall be uploaded/attached in Cover No. I. The successful
 bidder shall submit the original copy before the acceptance of the offer.

FORM NO. I**DETAILS OF SCANNING WORK CARRIED OUT BY THE BIDDER****NAME OF THE BIDDER:**

Sr. No.	Name of work	Name and address of the organization for whom the work was done	Place and Country	Agreement No.	Date of the commencement	Tendered cost (In lakhs)	Total cost of work done (In lakhs)	Date of Completion	Principal features in brief
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Signature of the Bidder

Note:- This is only a standard form. Details are to be furnished in this format in the form of typewritten statements which shall be scanned and attached in COVER No. I. The work done certificates shall be attached in support of the works claimed in this form.

ARTICLES OF AGREEMENT

This AGREEMENT made on Day of 2022.

BETWEEN

Savitribai Phule Pune University, Ganesh Khind, Pune - 411 007, a state university governed by the Maharashtra Public Universities Act 2016, through its Registrar (hereinafter referred to as 'the University') of one part

AND

 _____ Pune -

(Hereinafter referred to as 'the Bidder', which expression shall, where the context so admits or implies, be deemed to include his heirs, executors, and administrators), of the other part.

WHEREAS the University is desirous of
 (Hereinafter referred to as the "said work") as shown and indicated in the specifications and Bill of Quantities (BOQ) which are parts of the tender document.

AND WHEREAS the University invited tenders for the purpose of awarding the said work.

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

AND WHEREAS the University has placed the work order No. dated and the Bidder has communicated his acceptance of the said work order.

AND WHEREAS the Bidder has agreed to execute the said work estimated to Rs. at the item rate mentioned in the Letter of acceptance issued by the Director, Board of Examinations and Evaluation, Savitribai Phule Pune University. The bidder had deposited Rs. as security deposit for due performance of the agreement, with due knowledge that this amount will be forfeited if the bidder fails to comply with the conditions of this contract.

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

1. The following documents shall form the parts of this agreement and parties hereto shall abide the same
 - a. B-2 form- Item rate tender and contract for works
 - b. Bill of Quantities
 - c. Annexure-A & B
 - d. All additional terms and conditions mentioned in the tender document sold as the blank tender form and subsequently submitted by the Bidder while submitting his offer.
 - e. Letter of Negotiations.
 - f. Work Order.
2. In consideration of the payments to be made to the Bidder, he shall subject to the conditions of this agreement, tender document and as per the common set of conditions execute and complete the said work.

3. The University shall pay the Bidder such sums as shall become payable, hereunder at the times and in the manner specified in the Tender Document
4. The Bidder shall at the first instance and at his own cost and expenses, arrange for all the material whatsoever, necessary for the said work and also tools, instruments, machinery etc. whatsoever, necessary for the same and in case, any material is rejected by the University, the Bidder shall forthwith, at his own expenses replace the same with the quality material duly approved by the University.
5. The Bidder shall not on any account, whatsoever; sublet the said work, in part or in full, except with the previous approval of the University.
6. The Bidder shall remain liable to and shall indemnify the University in respect of all causes or actions, claims, damages, compensations, or charges and expenses arising out of any accident or injury, sustained by any workman or any other person while executing the said work.
7. The workers employed by the Bidder for providing the said services shall be the employees of the Bidder and not of the University.
8. The Bidder shall be solely responsible for the selection, appointment of the workers and for disciplinary action, if any, against his workers.
9. If any worker employed by the Bidder causes any damage to the property of the University, the Bidder shall make good the loss suffered by the University.
10. The University shall not be responsible for any claim arising out of any loss or injury caused to the workers employed by the Bidder for carrying out the said work.
11. The Bidder shall be responsible for payment of wages to each worker employed by him pursuant to this agreement regularly and according to the rates of wages prevailing in the market or as fixed by the Government, from time to time.
12. The Bidder shall observe and perform all the requirements of applicable laws and shall comply with all provisions of the contract labor (Regulation and Abolition) Act 1970, ESI Act, 1948. Minimum Wages Act, 1948, Payment of Bonus Act, 1965 and other Acts applicable to the Bidder for the time being in force. The Bidder shall indemnify and keep indemnified the University against any loss, costs, charges or expenses, suffered or incurred by the University on account of breach thereof by the Bidder.
13. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in Pune and only the courts in Pune shall have the jurisdiction to determine the same.

IN WITNESS WHEREOF both the parties hereto have set their hands, the date and year hereinabove mentioned.

For and on behalf of
Registrar
Savitribai Phule Pune University

For and on behalf of
The Bidder

Director
Board of Examinations and Evaluation
Savitribai Phule Pune University

Witnesses:

1)

2)