



Shri Sharda Bhavan Education Society's

Yeshwant Mahavidyalaya, Nanded.

B-2

e-Tender Document

Name of Work: Supply, Installation, Testing and Commissioning of-

1. Projector for classroom
2. Desktop Computer
3. Audio System for classroom
4. Digital Podium (Lectern) for classroom

at Yeshwant Mahavidyalaya, Nanded.

Registrar
Yeshwant Mahavidyalaya, Nanded.

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Name of work: Supply, Installation, Testing and Commissioning of- 1) Epson/Benq/Sony Projectors, 2) HP/Dell/Apple Desktop Computers, 3) Ahuja/Bose/JBL Audio Systems and 4) Ahuja/Altop/Saatvik Digital Podium (Lectern) at Yeshwant Mahavidyalaya, Nanded.

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Yeshwant Mahavidyalaya, Nanded.

Notice Inviting E-Tender

Yeshwant Mahavidyalaya, Nanded- 431 602 (Maharashtra), India, invites sealed tenders on **two cover system** (Technical bid TB (Cover No. 1) and Financial bid FB (Cover No. 2)) basis from manufactures, their distributors, for Supply, Installation, Testing and Commissioning of Projector, Desktop Computer, Audio System and Digital Podium (Lectern) at Yeshwant Mahavidyalaya, Nanded.

Tender Documents with complete terms & conditions, technical specifications etc. can be downloaded from Yeshwant Mahavidyalaya, Nanded website <https://ymnnanded.in> Other terms and conditions are available on Govt. of Maharashtra E-tender portal- <https://mahatenders.gov.in>

**Registrar
Yeshwant Mahavidyalaya
Nanded- 431 602 (Maharashtra)
India**

Yeshwant Mahavidyalaya, Nanded

Invitation For Tenders Detailed Tender Notice

Online Item rate per unit e-tenders in B-2 Form are invited by The Registrar, Yeshwant Mahavidyalaya, Nanded, for the following works from Experienced Manufacturer/ Supplier in Two Cover system.

Sr.	Name of work	Earnest Money (Rupees)	Time limit in Tender (Calendar Days)
1.	Supply, Installation, Testing and Commissioning of- 1) Epson/Benq/Samsung Projectors 2) HP/Dell/Apple Desktop Computers 3) Ahuja/Bose/JBL Audio Systems 4) Ahuja/Altop/Saatvik Digital Podium (Lectern) at Yeshwant Mahavidyalaya, Nanded.	Rs. 50,000.00	15 (Fifteen)

Tender form, conditions of contract, specifications and contract drawings can be downloaded from the e-Tendering portal, Government of Maharashtra, i.e. www.mahatenders.gov.in. The amount of Blank Tender Form is Rs.3,000/- (Rupees Three Thousand only) for above work in the form of online e-payment only. **e-payment of the tender document will be non-refundable.** Further information regarding the work can be obtained from the office of Yeshwant Mahavidyalaya, Nanded. **The earnest money deposit (EMD) also to be paid in the form of online e-payment only.** Bids will be **opened in two stages** as per the Tender Schedule, in the presence of such intending Tenderers or their authorized representatives who may be present at that time. In case any tenderer has / wants to raise any queries, he / they should convey the same to the College in writing not later than two days (end of working hours) of opening of the technical bid.

Fee Structure

Sr.	Stage	Amount (₹.)
1.	Cost of e-Tender Form	₹. 3,000.00

Tender Schedule

Seq. No.	Stage	Scheduled Date & Time
1	Publishing Date	03 May. 2025, 06:50 PM
2	Document Sale Start	03 May. 2025, 06:50 PM
3	Document Sale End	19 May. 2025, 05:00 PM
4	Seek Clarification Start	03 May. 2025, 06:50 PM
5	Seek Clarification End	19 May. 2025, 05:00 PM
6	Bid Submission Start	03 May. 2025, 06:50 PM
7	Bid Submission End	19 May. 2025, 05:00 PM
8	Bid Opening date (if Possible)	21 May. 2025, 11:00 AM

Registrar
Yeshwant Mahavidyalaya
Nanded.

Principal
Yeshwant Mahavidyalaya
Nanded.

DISCLAIMER

1. Detailed Time Table for the various activities to be performed in e-tendering process by the Tenderer for quoting their offer is given in this Tender Document under “Tender Schedule”. Suppliers should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
2. Every effort is being made to keep the Website up-to-date and running smoothly 24 x 7 by the College and the Service Provider. However, the College assumes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
In that event College will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services or due to such unavailability of the Website or any part thereof or any contents or any associated services.
3. Tenderers must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
4. The College will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/ failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Suppliers must get done all the e-tendering activities well in advance.

TENDERING PROCEDURE

1. Guidelines to Bidders on the operations of Electronic Tendering System of Yeshwant Mahavidyalaya, Nanded.

- 1.1 **Blank Tender Forms.**

Tender Forms can be downloaded from the e-Tendering Portal of Government of Maharashtra i.e. <http://www.mahatenders.gov>.

- 1.2 **Pre-Tender Conference: Not Applicable**

- 1.3 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the College, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.

- 1.4 All tenderers 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 tenderer should clearly mention in forwarding letter that his offer does not contain any conditions, deviations from terms and conditions stipulated in the tender.

2. **Pre-requisites to participate in the Tenders processed by Yeshwant Mahavidyalaya, Nanded.:**

- 2.1 **Enrolment and Empanelment of Contractors on Electronic Tendering System:**

The Contractors interested in participating in the Tenders of Yeshwant Mahavidyalaya, Nanded, process by using the Electronic Tendering System shall be required to enroll on www.mahatenders.gov.in the Electronic Tendering System to obtain user ID.

After submission of application for 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 enrolment submitted by the Vendor shall be approved.

The Contractors 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.

- 2.1.1 Digital Signature Certificate (DSC) may be obtained from any Certifying Authorities. 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'.

- 2.1.2 Tenderers should have valid appropriate class Digital Signature Certificate (DSC) obtained from any Certifying Authorities. 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'.

- 2.1.3 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:

Mr. Sandeep Patil

Registrar

Yeshwant Mahavidyalaya, Nanded.

Mobile No.: 9890479550

- 2.1.4 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’.

2.2 Obtaining a Digital Certificate:

The Digital Certificates are issued by an approved Certifying Authority Authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data during the Bid Preparation. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor 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 a Partnership firm is used for signing and submitting a 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 has to authorize a specific individual via an authorization certificate signed by a partner 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 Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of 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 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 Digital Certificate, the Contractors 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 Contractors are recommended to use computer System as per requirement of mahatenders.gov.in

2.4 To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors 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 Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the system. Or alternatively, contact the Helpdesk support Team on information / guidance on the process of setting up the System.

3. Steps to be followed by Contractors to participate in the e-Tenders processed by Mahatender.

3.1 Preparation of online Briefcase

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors 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 Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage.

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

It is mandatory to upload the documents using the briefcase facility. Therefore, the Tenderers 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 Yeshwant Mahavidyalaya, Nanded, 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 Decryption.

3.2 Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Yeshwant Mahavidyalaya, Nanded. on the e-Tendering Portal on <http://www.mahatenders.gov.in> under the organization Yeshwant Mahavidyalaya, Nanded.

3.3 Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents online by filling up details of Demand Draft towards the cost of tender form fee.

3.4 Online Bid Preparation

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed 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 Yeshwant Mahavidyalaya, Nanded.

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

3.5 Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by e-mail.

3.6 Opening of the Financial Bids:

The Contractors must be present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the <http://mahatenders.gov.in> e-Tendering Portal immediately after the completion of opening process.

3.7 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times allocated to each stage 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 defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

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 well as during Decryption as per online instructions. The following documents shall be scanned and uploaded online at respective templates of the Technical Bid while preparing the bid.

4.1 Cover No. 1 (Documents):

The first Cover clearly marked as “Cover No. 1” shall contain the following documents:

- 4.1.1 Scanned copy of GSTIN Registration Certificate & PAN card.
- 4.1.2 Scanned copy of Company Registration Certificate in case of manufacturer or Shop Act License of Bidder in original or self-attested copy thereof or Dealership Certificate in case of Authorized Dealer.
- 4.1.3 Scanned copy of Completion Certificate of Supply, Installation, Testing and Commissioning of Goods on buyers’ letterhead (Computers and/or other Audio-visual Aids costing **not less than Rs. 40.00 Lakhs** (Rs. Forty Lakhs) only in last financial year of the Government/Semi-Government/ Private Sectors (in Form No. I). **Those who shall attach such certificates will be eligible and financial bids of only these bidders shall be opened.** The bidder will have to produce a certificate from an officer not below the rank of Deputy Engineer, for the works pertaining to Govt. Dept. or Semi Govt. and in case of Private Sector from their respective Heads. The financial offers in Cover No.- 2 of only such bidders, who produce the above mentioned certificate and information, shall be considered eligible for opening of financial bid.
- 4.1.4 Scanned copy of Abstract of work done in all classes of Supply, Installation, Testing and Commissioning of Machines and/or other Audio-visual Aids during last financial year **not less than ₹. 50.00 Lakhs** (Rupees Fifty Lakhs) along with information duly filled in Form No. II. The work done certificates issued by Govt. /Semi Govt. / Private Sector etc. to be attached in support of turnover. The certificate shall have name of work, date of start, date of completion and amount of work done.
- 4.1.5 Scanned copy of Declaration regarding any ongoing disputes/litigations (or any history thereof) with respect to any

work executed / being executed by the tenderer with details of disputes/litigations, if applicable.

- 4.1.6 Scanned copy of Affidavit: the Bidder shall submit an affidavit (As per Format) regarding completeness correctness & truthfulness of documents and statement submitted in Cover No. 1.
- 4.1.7 Scanned copy of Partnership Deed/Certificate of registration in case of Pvt. Ltd. Company with list of director's their names and address with telephone numbers, if the tenderer is a partnership firm/Pvt. Ltd. Company, Power of Attorney/resolution of Board of Director's for authorized signatory (If applicable).
- 4.1.8 **All the documents from Sr. No. 4.1.1 to 4.1.7 shall be uploaded online by Bidder in Cover No. 1 correctly and completely, otherwise his Cover No. 2 will not be opened. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the Statements, attachments submitted in proof of the qualification requirements.**

And / Or

- 4.1.9 **Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.**

4.2 QUALIFYING CRITERIA

- 4.2.1 To qualify for award of the contract, each tenderer in his name should have achieved an average annual financial turnover (All type of Supply, Installation, Testing and Commissioning of DESKTOP COMPUTERS and/or AUDIO-VISUAL AIDS of ₹. 40.00 lakhs (Fourty Lakhs Only) during last financial year (Information to be given only in Form No. II enclosed herewith. The tenderer shall attach the work done certificates duly signed by the issuing authority as mentioned below in support of turnover claimed in Form no. II).
- 4.2.2 Satisfactorily completed **at least two orders** in last financial year of All types of Supply, Installation, Testing and Commissioning of DESKTOP COMPUTERS and/or AUDIO-VISUAL AIDS costing not less than **Rs. 10.00 lakhs** (Rs. Ten Lakhs Only) in **last financial year** from Government / semi Government /Private sector. Information to be given in Form No. I enclosed herewith.
Note 1: The contract must be in the name of bidder as prime contractor i.e. contract awarded by agency/ organization in the name of Bidder. The work done certificates issued by Prime contractor as Sub-contractor will not be acceptable.
Note 2: The necessary certificate as mentioned in qualification criteria from Sr. No. (a) to (b) are required to be obtained from the officer not below the rank of Deputy Engineer for Govt./semi Govt./Reputed Educational Institute & in case of Private Sector from their Respective Heads/Owners & shall be attached in Cover No. 1 only. In absence of these certificates Cover No. 2 (Financial Bid) shall not be opened.
Note 3: Signature of the officer checking / issuing requisite certificate should bear the seal of the concerned officer.

Note 4: Form No. I and II: All these statements shall be filled in and signed properly. If these Forms are found incomplete, incorrect, kept blank or wrongly filled, Bidder's Cover No. 2 (financial bid) will not be opened and his offer will be summarily rejected.

4.3 Cover No. 2 TENDER (FINANCIAL BID)

The second Cover "Cover No. 2" shall contain only the main tender. The Tenderer should quote his offer **in terms of Item rate per unit** at the appropriate place of B.O.Q. template to be submitted Online only in Cover No. 2. He should not quote his offer anywhere directly or indirectly in Cover No. 1. The Bidder shall quote for the work as per details given in the main tender and also based on the detailed set of conditions / deviations issued / Additional stipulations made by the College and made available to him on www.mahatenders.gov.in portal of Government of Maharashtra from the College. His tender shall be unconditional.

4.4 SUBMISSION OF TENDER:

Refer to the section "Guidelines to Bidders" on the operations of Electronic Tendering System of www.mahatenders.gov.in for details.

4.5 OPENING OF TENDERS:

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

(A) Cover No. 1 (Technical Bid):

If the various documents contained in this Cover **do not meet the requirements** of the Yeshwant Mahavidyalaya, Nanded, a note will be recorded accordingly by the tender opening authority and the said tenderer's Cover No. 2 will not be considered for further action and the same will be recorded. **No further documentation/clarifications will be sought from the tenderer.**

The decision of the tender opening authority in this regard will be final and binding on the contractors.

(B) Cover No. 2 (Financial Bid):

The financial bid in Cover No. II shall be opened online after opening of Cover No. 1, only if contents of Cover No. 1 are found to be acceptable to the College. The tendered rates in B.O.Q. shall then be read out from the template in the presence of bidders who remain present at the time of opening of Cover No. 2.

5. EARNEST MONEY:

Scanned copy/image/screenshot of the Earnest Money Deposit Transaction (as the case may be) shall be uploaded in Cover No. 1 online.

The earnest money will be refunded in due course in case of tenderers whose tenders are not accepted. In case of successful tenderer the Earnest Money will be refunded after paying the security deposit and completing the tender documents by the Tenderer. The amount of Earnest Money may be forfeited to Yeshwant Mahavidyalaya, Nanded, in case the successful contractor does not pay the amount of security deposit within the stipulated time limit.

6. SECURITY DEPOSIT:

The successful tenderer shall have to pay 5% of tender value as Security Deposit in the form of **Demand draft** of Scheduled Bank or Nationalized Bank. The

security deposit will have to be deposited within ten days (including Government holidays) upon receipt of the acceptance of the tender. Amount of total security deposit to be paid shall be 5% of the cost of work. Security Deposit in the form of **Fixed Deposit** of any Nationalized Bank **shall be retained for full period of completion of work and upto expiry of warranty period of supplied products, or as directed by the Principal of the College. For the purpose of this clause “warranty” shall be deemed to have started from the date of successful installation and commissioning of the supplied product.**

7. TIME LIMIT:

The work is to be completed within the time limit as specified in the Notice Inviting Tender which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period.

8. TENDER RATES:

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

9. TENDER UNITS:

The tenderers should particularly note the unit mentioned in the Schedule “B” on which the rates are based. No change in the units shall be allowed. In the 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.

10. CORRECTION:

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

11. TENDER’S ACCEPTANCE:

Acceptance of tender will rest with the Tender accepting authority; Yeshwant Mahavidyalaya, Nanded, who reserves the right to reject any or all tenders without assigning any reason thereof. 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 Tenderer to sign the agreement within the stipulated time, the earnest money paid by him may stand forfeited to the Yeshwant Mahavidyalaya, Nanded, and the offer of the tenderer shall be considered as withdrawn by him.

11.1 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 therefor.

11.2 The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

11.3 The data whatsoever supplied by the College along with the tender documents are meant to serve only as guide for the tenderers while tendering and the College accepts no responsibility whatsoever either for the accuracy of data for their comprehensiveness.

11.4 No foreign exchange will be released by the College for the purchase of plants and machinery for the work by the Supplier.

12. POWER OF ATTORNEY:

- 12.1 If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender as per scanned copy uploaded in Cover No. 1 (Technical Bid).
- 12.2 The tenderer may, in the forwarding letter, mention any points, may wish to make clear, but the right is reserved to reject the same or the whole of the tender if the same become conditional tender thereby.
- 12.3 The Bidder or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

13. VALIDITY PERIOD:

The offer shall remain open for acceptance for minimum period of 120 days from the Date of submission of tender.

AFFIDAVIT
(Notarised on Rs. 500/- Bond Paper)

I _____ age _____ years residing at _____
_____ by way of this
affidavit do hereby solemnly affirm and declare that I _____,
proprietor / partner of the _____ firm and
submitting the tender for the work of **Supply, Installation, Testing and
Commissioning of Epson/Benq/Sony Projectors, HP/Dell/Apple Desktop
Computers, Ahuja/Bose/JBL Audio Systems and Ahuja/Altop/Saatvik Digital
Podium (Lectern)** at the Yeshwant Mahavidyalaya, Nanded. The documents, I have
submitted in Cover No. 1 are true and correct. I further solemnly affirm that there is no
incorrect or misleading or incomplete information submitted in the documents. If the
information in the documents is found to be incorrect or misleading or incomplete, I
will be responsible for the legal consequences and liable for legal action.

Bidders Signature with Seal

Note- Scanned Copy of affidavit shall be uploaded / attached in Cover No. 1. The
successful bidder shall submit original copy before acceptance offer.

SCOPE OF WORK & SITE CONDITION

Name of work:	Supply, Installation, Testing and Commissioning of Epson/Benq/Sony Projectors, HP/Dell/Apple Desktop Computers, Ahuja/Bose/JBL Audio Systems and Ahuja/Altop/Saatvik Digital Podium (Lectern) at Yeshwant Mahavidyalaya, Nanded.
Location:	The site is located Opposite to Government Polytechnic College, VIP Road, Babanagar, Nanded- 431602, Maharashtra, India.

Supply of following **Epson/Benq/Sony Projectors, HP/Dell/Apple Desktop Computers, Ahuja/Bose/JBL Audio Systems and Ahuja/Altop/Saatvik Digital Podium (Lectern)** as per detailed drawing and technical specifications mentioned in schedule of Item- (Annexure C).

1. Supply, installation, testing and commissioning of the **Epson/Benq/Sony Projectors, HP/Dell/Apple Desktop Computers, Ahuja/Bose/JBL Audio Systems and Ahuja/Altop/Saatvik Digital Podium (Lectern) Computers at Yeshwant Mahavidyalaya, Nanded.**

Form No. I

Details of single work done in all types of Supply, Installation, Testing and Commissioning of desktop computers and other audio-visual aids carried out by the bidder.

NAME OF THE BIDDER: _____

Sr.	Name of work	Name and address of the organization for whom the work was done	Place and Country	Agreement No.	Date of commencement	Tendered cost (In lakhs)	Total cost of work done (In lakhs)	Date of Completion	Principle Features in brief

Signature of 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. 1. The work done certificates shall be attached in support of the works claimed in this form. The work done certificates shall be duly signed by the officer not below the rank of Deputy Engineer for Govt./semi Govt./Reputed Educational Institute and in case of Private Sector form their Respective Heads. /Owners.

Form No. II
Statement Showing Work Done In All Types Of Supply, Installation, Testing and Commissioning Of Desktop Computers and Other Audio-Visual Aids During Last Financial Years

NAME OF BIDDER: _____

Sr.	Name of work	Amount Put to Tender/Tendered cost	Agreement No.	Date of Commencement and Date of Completion (If work completed)	Amount of work done during last financial year (Rs. In lakhs)	Amount of work still remaining to be executed in 2024-2025 (Rs. In lakhs)	Remark
1	2	3	4	5	6	7	8
Grand Total							
Average Annual Turnover							

Signature of 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. 2. The work done certificates shall be attached in support of the works claimed in this form. The work done certificates shall be duly signed by the officer not below the rank of Deputy Engineer for Govt./semi Govt./Reputed Educational Institute and incase of Private Sector form their Respective Heads. /Owners.

Form B-2

Item Rate Tender And Contract For Works

Yeshwant Mahavidyalaya, Nanded- 431602, Maharashtra, India.

Name of Work: **Supply, Installation, Testing and Commissioning of Epson/Benq/Sony Projectors, HP/Dell/Apple Desktop Computers, Ahuja/Bose/JBL Audio Systems and Ahuja/Altop/Saatvik Digital Podium (Lectern) at Yeshwant Mahavidyalaya, Nanded.**

General Rules and Directions for the Guidance of Contractors.

1. All works proposed to be executed by contract shall be notified in a B-2 form of invitation to tender pasted on a board located in the office of the Yeshwant Mahavidyalaya, Nanded, Maharashtra.

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, and in the event of the absence of any partner, it shall be signed his behalf by a person holding a power of attorney authorizing him to do so.
- 2 (A). The Bidder shall pay along with the tender the sum of Rs. 50,000.00/- (Rupees One Lakh Only) as and by way of earnest money. The Bidder must pay the said amount in the form of online e-payment only. The said amount of earnest money shall not carry any interest whatsoever.
- 2 (B). If, after uploading the tender, the Bidder withdraws his offer, or modifies the same, or if, after the acceptance of his tender the Bidder fails or neglects to furnish the security deposit, within 10 days from receipt of acceptance letter without prejudice to any other right and power of the Yeshwant Mahavidyalaya, Nanded hereunder, or in law, Yeshwant Mahavidyalaya, Nanded, shall be entitled to forfeit the full amount of the earnest money deposited by him.
- 2 (C). In the event of the tender not being accepted, the amount of earnest money deposited by the Bidder shall, unless it is prior thereto forfeited under the provisions of sub-clause 2(B) above, refunded to him on passing receipt therefore.
3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners, except where the Bidders are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give official receipts for the firm.
4. The Registrar/Finance & Accounts Officer/Head, **or his duly authorized person shall open tenders** in the presence of Bidders who have submitted

tenders or their representatives who may be present at the time. The Tender Committee shall not be liable if any or all representatives remain absent.

The Registrar will then enter the amounts of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the Bidder shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected, the competent authority of Yeshwant Mahavidyalaya, Nanded, shall refund the amount of earnest money deposited to the Bidder, on submission of the receipt for the return of the money.

5. The Yeshwant Mahavidyalaya, Nanded authority competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
6. Any receipt for any payment, alleged to have been made by a Bidder in regard to any matter relating to his tender or the contract, shall not be valid and binding on Yeshwant Mahavidyalaya, Nanded, unless it is signed by the Principal. All items recommended for payment shall be measured net by standard measures.
7. Under no circumstances shall any Bidder be entitled to claim enhanced rates for any item in this contract.
8. Successful tenderer will have to produce PAN Card issued by Income Tax Department and GST Registration Certificate issued by Sales Tax Department otherwise their Bills will not be paid by the Yeshwant Mahavidyalaya, Nanded.

Terms & Conditions

1. The bidder may submit their offer strictly for specified specifications only.
2. The offers may be submitted by the manufacturer / authorized dealers only having valid dealership certificate from their manufacturer. Bidder should submit **Ink Signed Bid Specific Manufacturers Authorization Form (MAF)/ Certificate** with OEM details.
3. **Desktop PC, Keyboard and Mouse shall be of same OEM. Bidder shall submit undertaking in this regard along with Technical Compliance Statement on Bidder Letterhead.**
4. Quoted Products should be EPEAT Gold India Certified. Assembled computer systems and All-in-One computer systems will not be considered.
5. Desktop OEM must have online system hardware diagnostics facility. Link / web address to be submitted along with the technical bid. Also, OEM must have facility to download updates of pre-installed software's, device, drivers, and firmware on its website.
6. Guarantee/Warranty: The guarantee / Warranty / Defect Liability Period is 36 months **starting from the date of successful installation, testing and commissioning of supplied products.** Bidder has to rectify all the defects if any at his own cost during Defect Liability Period. Bidder has to do periodic maintenance in the said Defect Liability Period at his own cost.
7. Installation: The offer of the bidder shall also include the cost of installation. In case of delay on the part of the Bidder, penalty@0.25% per week of the total order value will be deducted from the Bidder's bill subject to maximum of 5% without prejudice to other terms & conditions of the order.
8. Site Inspection: Before submitting the offer, Bidder may visit the location/site where the items are to be installed. No extra payment will be made by Yeshwant Mahavidyalaya, Nanded, towards extra material required for installation purpose after submitting the offer.
9. Site Delivery: The bidder shall also include the cost of transportation of goods from their Godown / factory / warehouse to site of work.
10. Bidder should not be black listed by any Govt./semi-Govt. or Private company or OEM.
11. **Mode of Payment & Terms & Conditions.**
A] Final Payment: The final payment shall be paid to the Bidder only after successful installation, testing and commissioning of the goods mentioned in the schedule to the satisfaction of Principal, Yeshwant Mahavidyalaya, Nanded. The Principal will ensure successful installation, testing and commissioning of the product upon recommendation of the Technical Committee of the College specially constituted for the purpose.
Note- No payment shall be made to the Bidder if the Bidder fails to insure the works and keep them insured till the issue of the Completion Certificate. The Principal, Yeshwant Mahavidyalaya, Nanded, may make any correction in any previous bill paid to the Bidder.
12. **Defects at the time of installation:**
Any defect or other faults which may appear at the time of installation stated in the Appendix hereto, arising in the opinion of the Technical Committee of the College from materials/components or workmanship point of view being not in accordance with the contract, shall upon the directions in writing of the Principal, Yeshwant Mahavidyalaya, Nanded, and within such reasonable period as shall be specified therein, be amended and made good by the Bidder, at his own cost and in case of default, the Yeshwant Mahavidyalaya, Nanded, may employ and pay other persons to amend and make good such defects,

shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto, shall be made good and borne by the Bidder with 25% supervision charges and such damage, loss, expenses shall be recovered from Bidder by the College or may be deducted by the College, upon the Technical Committee Certificate in writing, from any money due to the Bidder. **Supervision charges shall be 25% of expenses against damaged, faulty, lost goods that have been made good by the College.**

14. Taxes and Duties: The offer submitted by the bidder shall be **inclusive** of GST and payment will be made accordingly.
15. Packing and Insurance Charges: No extra payment will be made towards packing of the items and their insurance from Bidder's warehouse to Yeshwant Mahavidyalaya, Nanded. Bidder shall arrange for insurance for transportation and installation at site.
16. Installation and Maintenance Manuals: The tenderer shall submit the installation and maintenance manuals of the supplied goods.
17. The Yeshwant Mahavidyalaya, Nanded, **reserves the right to** delete or alter any or some of the items given in the enclosed schedule depending on prevailing requirement. The Principal, Yeshwant Mahavidyalaya, Nanded, shall have the power to make any alternation in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Bidder shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Principal, Yeshwant Mahavidyalaya, Nanded and such alteration shall not invalidate the contract.
18. Yeshwant Mahavidyalaya, Nanded reserves the right to accept or reject any or all the bids without assigning any reasons therefor. The College, also reserves the right to modify and/or relax any terms & conditions of this tender document.
19. All the disputes arising out of this supply contract will be in the sole jurisdiction of the Nanded city.
20. In case a Bidder fails to supply goods in the prescribed time limit, or even after imposing penalty, the College may terminate the contract by giving 14 days' notice. In case of termination, the College will purchase balance goods at the risk and cost of the Bidder. The additional burden / amount to the Yeshwant Mahavidyalaya, Nanded, will be recovered from the Bidder's Bills / Securities etc.
21. **Force Majeure**
The bidder 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 Bidder is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public, enemy, acts of 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 Bidder shall promptly notify the College in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by the College in writing, the Bidder shall continue to perform its obligations 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 6 weeks, the College and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of The College shall be final and binding on the bidder.

I/We hereby declare that I/we have read and understood the above instructions for guidance of bidder.

Signature of Bidder

**General Instructions to Bidders
and
Special Conditions**

1. The Earnest Money Deposit paid by the successful bidder shall be held by the College till he submits Security Deposit for the execution and due fulfillment of the contract. If successful bidder fails to submit Security Deposit within 10 days after issuance of Acceptance Letter, the Earnest Money Deposit of such tenderer will be **retained** by the College. **No interest shall be paid on the Earnest Money Deposit and Security Deposit by the College.**
2. On receipt of intimation from the Yeshwant Mahavidyalaya, Nanded, of the acceptance of the tender, the successful tenderer shall be bound to implement the contract and submit Security Deposit. The written acceptance by the tenderer (on tenderer's official letterhead) will constitute a binding contract between the College and the person so tendering, whether such formal agreement is or is not subsequently executed.
3. The tenderer shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the College. In case of breach of these conditions, the College may serve a notice in writing to the tenderer rescinding the Contract whereupon the security deposit shall stand forfeited to the College.
4. The tenderer must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining there to.
5. The tenderer shall note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. 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 on this account.
6. Time allowed for carrying out the work as mentioned in the Annexure- A shall be strictly observed by the tenderer. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence and if the tenderer, fails to complete the work within the specified period, he shall be liable to pay compensation as defined in Annexure.
7. The tenderer for the work shall make his own arrangement to obtain all materials/components required for the work.
8. The tenderer shall have to use materials/components of the makes/manufacture specified in the list of material/components of approved brand/manufacture contained in this tender form.
9. The tenderer shall strictly comply with the provision of safety code.
10. The security deposit of the tenderer will be forfeited if he fails to comply with any of the conditions of the contract. The College will allot the space of work and the tenderer shall carry out the work in that provided space and without disturbing other office work.
11. In all cases of omissions and or doubts or discrepancies in any item or specifications, a reference shall be made to the Technical Committee and the same shall be considered as authentic. The tenderer shall be held responsible for any errors that may occur during the installation of the supplied products.

12. The College shall not be liable for any loss to the tenderer whether financial or any human loss, at work space during the work period.
13. All damages during execution shall be made good by the tenderer at his own cost. No separate payment will be made by the College for restoring such damages.
14. Tenders which are found to be technically non-responsive shall be rejected and their commercial/financial details shall not be considered.
15. Canvassing in any form in connection with the tender is strictly prohibited. Tender submitted by such defaulting tenderer will not be considered.

ANNEXURE- A

Herein before referred to

Reference to clauses in conditions hereinafter referred to:

1.	Warranty / Defects Liability Period.	36 months (3 Years)
2.	Time of Completion.	15 days from commencement of work.
3.	Total Security Deposit.	Rs. 5% of awarded value.
4.	Refund of Security Deposit.	<p>Half of Security Deposit will be refunded after successful installation, testing, commissioning & handover of supplied products to Yeshwant Mahavidyalaya, Nanded.</p> <p>The remaining half of Security Deposit will be refunded after completion of warranty and liability period of the supplied products.</p>

Place:

Date:

Bidder (Signature with seal)

ANNEXURE B

Technical Specifications and Terms & Conditions

Epson/Benq/Sony- Projector

Feature	Technical Specifications
Projection Technology-	RGB liquid crystal shutter projection system (3LCD)
LCD Size-	0.59" with MLA (D8)
Native Resolution-	WXGA
Projection Lens Type-	No Optical Zoom
Focus-	Manual
F-Number-	1.60
Focal Length-	6.4 mm
Zoom Ratio-	1.0 - 1.35 (Digital Zoom)
Throw Ratio-	0.48 – 0.65 (Wide - Tele)
Lamp Type-	215W UHE
Life (Normal / Eco)-	10,000 hours / 15,000 hours
Zoom Wide-	53" - 116" [0.54 - 1.22 m]
Zoom Tele-	39" - 86" [0.54 - 1.22 m]
Sound Output-	16W Monaural
Keystone Correction-	Vertical / Horizontal- $\pm 7^\circ$ / $\pm 5^\circ$
Auto Keystone Correction-	Yes
Connectivity-	Analog RGB Input D-Sub 15 Pin 2 (Blue) Composite RCA x 1 (Yellow) S-Video
Digital Input-	HDMI / DP or better
Audio Input RCA (White/Red)-	Yes
USB Input-	USB Type A (for USB Memory, USB Document Camera), USB Type B
Control I/O-	RS-232C D-Sub 9 pin x 1 Interactive Sync In x 1; Out x 1
Video Output-	Monitor Out x 1
Audio Output-	Stereo Mini Jack x 1
Network-	Wired LAN RJ45 x 1 (100Mbps)
Warranty	On-site warranty and service for 3 Years
ENERGY STAR Certified Label	Yes

HP/Dell/Apple- Desktop Computers

Feature	Technical Specifications
Processor	13 th Generation Intel® Core™ i7-13700 (up to 5.2 GHz with Intel® Turbo Boost Technology, 30 MB L3 cache, 16 cores, 24 threads)
Operating System	Windows 11 Pro Single Language (with recovery facility)
Motherboard Chipset	Intel Chipset
Memory	16 GB memory
Graphics	Intel® UHD Graphics 770 or Higher
Storage 1	256 GB SSD storage
Storage 2	1 TB HDD storage (Need to be a single drive)
Keyboard	Black Wired Keyboard
Mouse	Black Wired Mouse
Expansion slots on motherboard	
Slots Front	4 USB Type A or higher; 1 Headphone Mic combo or Higher
Slots Rear	1 VGA or better; 1 HDMI-out 1.4b or better
Monitor	60.5 cm (23.8 In.) Monitor
Warranty	On-site warranty and service for 3 yrs

Ahuja/Bose/JBL- Audio Systems

Feature	Technical Specifications
Power Output-	90 Watts Max; 60 Watts Rated
Speaker Impedance (External)-	4Ω to 8Ω
Mic-1 (Gooseneck Mic)-	8mV
Mic-2-	5mV
Line-	100mV
Aux-	200mV
Frequency Response-	50-16,000Hz
Tone Control-	Bass ±5dB at 100Hz, Treble ±5dB at 10kHz
Power Supply-	AC 220-240V, 50/60Hz
Power Consumption-	AC 100VA
Dimensions-	W580 × H1150 × D420 mm
Weight-	Not more than 20 Kg.
HANDHELD WIRELESS TRANSMITTER	
Microphone-	Dynamic, Cardioid
RF Output Power-	15mW (max.)
Frequency Response-	50-15,000Hz
Battery:	3V (2x1.5V AA Pencil Cells)
Dimensions-	Ø55 × L248 mm
Weight-	180g (without battery)
Warranty	On-site warranty and service for 3 yrs

Ahuja/Altop/Saatvik- Digital Podium (Lectern)

Feature	Specifications
Body-	Metallic
Top-	with Sliding Mechanism and Visualizer Tray
Rakes-	Rack for Equipments
Monitor-	20 inches or larger Touch Screen Monitor
Interface-	Laptop Interface with inbuilt switcher
Audio inputs-	Gooseneck Mic, Wireless lapel Mic and handheld mic
Audio amplifier-	100 Watts Amplifier
Audio outputs-	Speaker Pair
Control system-	Central Control System with Button Pad; Audio and Video Control.
Video output-	Projector, Screen
CPU-	OPS with
OS-	Windows 11 Home
Input Devices-	Keyboard, Mouse
Warranty	3 Years onsite warranty.

ANNEXURE C

Item Specific

Additional Terms & Conditions

1.	Only HP/DELL/Apple brands to be quoted. Latest report to be submitted.
2.	OEM Manufacturing Authorisation Letter (MAF) signed in ink and stamped by OEM on its letterhead to be submitted.
3.	Malicious code certificate of quoted hardware duly signed by OEM on its letterhead to be submitted.
4.	OEM Service Center list to be submitted by the tenderer.
5.	Declaration from OEM on its letterhead for OEM warranty as per Tender terms.
6.	Declaration from OEM on its letterhead for genuine Operating system from hardware OEM factory.
7.	Compliance letter from bidder on its letterhead.
8.	OEM must have online system hardware diagnostics facility. Link / web address to be submitted along with the technical bid. Also, OEM must have facility to download updates of pre-installed software, device drivers, and firmware on its website. Link / web address to be submitted along with the technical bid.
9.	Quoted Products should be Electronic Product Environmental Assessment Tool (EPEAT) Gold India Certified.
10.	Power Supply efficiency should be 90% or better for quoted product. Declaration in this regard from OEM required to be submitted.
11.	Quoted desktops should be certified for Required operating system. Hardware OEM declaration along with Hardware certification report to be submitted.
12.	Declaration from OEM that quoted product is not obsolete or at its “ End of Life ” in the market at the time of bid submission and has at least 5 years residual support.
13.	Tenderer should have a valid ISO 9001 Certification.
14.	Tenderer should have a positive Net Worth Certificate and same should be submitted with the tender.
15.	Tenderer should give undertaking that it is not “Blacklisted” with any government agency or private firm.
16.	Bidders only from state of Maharashtra will be considered. As proof, bidders should submit their valid Shop Act License.

Declaration Of The Bidder

I / We hereby declare that I/we have made me / us thoroughly conversant with the local conditions regarding all materials/components and labours on which I / we have based my / our rates for this tender. The specifications and lead of materials/components on this work have been carefully studied and understood by me / us before submitting this tender. I / We undertake to use only the best materials/components approved by the **Principal, Yeshwant Mahavidyalaya, Nanded** or his duly authorized representative before starting the work and to abide by his decision.

Signature of Bidder

Articles Of Agreement AGREEMENT

This AGREEMENT made on Day of 2025.

BETWEEN

Yeshwant Mahavidyalaya, Nanded, a body governed by Maharashtra Universities Act, 2016 (Maharashtra Public University Act 2016), through its Registrar (hereinafter referred to as ‘the College’) of One Party.

AND

(hereinafter referred to as ‘the Vendor’, which expression shall, where the context so admits or implies, be deemed to include his heirs, executors and administrators), of the Other Party.

WHEREAS the College is desirous of **Supply, Installation, Testing and Commissioning of 1) Epson/Benq/Sony Projectors, 2) HP/Dell/Apple Desktop Computers, 3) Ahuja/Bose/JBL Audio Systems and 4) Ahuja/Altop/Saatvik Digital Podium (Lectern)** (hereinafter referred to as the “said work”) as shown and indicated in the Bill of Quantities (BoQ) which are parts of the Tender document.

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

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

AND WHEREAS the College has placed the purchase order No. dated and the Vendor has communicated his acceptance of the said work order.

AND WHEREAS the Vendor has agreed to execute the said supply estimated to Rs..... at the Item rate mentioned in his Acceptance letter and has deposited Rs..... as security deposit for due performance of the Agreement, with due knowledge that this amount will be forfeited if the Vendor 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 by the same:
 - a. B-2 form Item rate tender and contract for works.
 - b. Bill of Quantities (Schedule- B).
 - c. Specifications (Schedule- C).
 - d. All additional terms and conditions mentioned in the Tender Document sold as blank Tender Form and subsequently submitted by the Supplier while submitting his offer.
 - e. **Letter of Negotiations.??????**
 - f. Purchase Order

- 2) In consideration of the payments to be made to the Vendor, he shall be subject to the conditions of this Agreement, Tender Document and as per the common set of conditions and deviations issued, execution and completion of the said work.
- 3) The Vendor shall execute and complete all the allied works connected with the said work, as may be ordered from time to time by the Principal of the College even though such works may not be shown in the Tender Document.
- 4) The College shall pay the Vendor such sums as shall become payable, hereunder at the times and in the manner specified in the Tender Document.
- 5) The College, reserves the right of altering, adding to, or omitting any items of the work or of having portions of the same carried out departmentally and such alterations and variations shall be carried out by the Vendor without prejudice to this Agreement.
- 6) The Vendor 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 College, the Vendor shall forthwith, at his own expenses replace the same with the quality material duly approved by the College.
- 7) The Vendor shall not, on any account whatsoever, sublet the said work, in part or in full, except with the approval of the College.
- 8) The Vendor shall remain liable to and shall indemnify the College 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.
- 9) The workers employed by the Vendor for providing the said services shall be the employees of the Vendor and not of the College.
- 10) The Vendor shall be solely responsible for the selection, appointment of the workers and for disciplinary action, if any, against his workers.
- 11) If any worker employed by the Vendor causes any damage to the property of the College, the Vendor shall make good the loss suffered by the College.
- 12) The College shall not be responsible for any claim arising out of any loss or injury caused to the workers employed by the Vendor for carrying out the said work.
- 13) The Vendor 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.
- 14) All disputes arising out of or in connection with this Agreement shall be deemed to have arisen in Nanded and only the Courts in Nanded 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
Yeshwant Mahavidyalaya, Nanded**

**For and on behalf of
The Vendor**

Registrar

=====
Yeshwant Mahavidyalaya, Nanded.

=====

Witnesses:
Name

Signature

1) _____

2) _____
