

CENTRAL UNIVERSITY OF RAJASTHAN

(A Central University by an Act of Parliament)

NH-8 Jaipur-Ajmer, Bandarsindri, Kishangarh-305817,

Dist. Ajmer



RATE CONTRACT FOR SUPPLY AND FILLING OF LIQUID HELIUM IN THE NMR INSTRUMENT (MAKE: BRUKER, MODEL: AVANCEIII-500MH_Z FTNMR SPECTROMETER)

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CENTRAL UNIVERSITY OF RAJASTHAN

(A Central University by an Act of Parliament)

NH-8 Jaipur-Ajmer, Bandarsindri, Kishangarh-305817, Dist. Ajmer

(Notice Inviting Rate Contract Proposal)

Sealed rate contract (RC) proposals are invited for the rate contract of supply and filling of liquid helium in the NMR instrument (Make: Bruker, Model: AVANCE III-500MHz FTNMR Spectrometer from original manufacturers firms or authorized dealers.

- | | |
|--|--|
| 1. Cost of Tender | Rs. 500/- (non-refundable) Tender fee will be NIL, if downloaded from the website. |
| 2. Last Date of submitting proposal form | 16.03.2020 |
| 3. Amount of E.M.D | Rs. 20,000/- |

Demand Draft should be in favour of “Central University of Rajasthan” payable at Kishangarh. Mode of EMD and Tender form fee: Party should make separate D.D. for Tender form fee and EMD.

Important Note for the party:

1. Proposals should be sealed and signed and must enclosed the requisite EMD, tender fee (if applicable) along with the necessary documents/Authorization Certificates. The proposal(s) should be sent to:

Registrar
Central University of Rajasthan,
N.H.-8, Jaipur-Ajmer Highway,
Bandarsindri, Kishangarh, Distt. Ajmer,
Rajasthan Pin Code- 305817

On the top of the sealed envelope of the proposal, please write “**Rate contract proposal for the supply and filling of liquid helium in the NMR instrument (make: Bruker, Model: AVANCEIII-500MHz FTNMR Spectrometer)**”. Please note that the proposal document is subject to verification with the original document, and if any discrepancy is found, the proposals for the rate contract would be rejected. The proposal will be opened in the presence of the bidders or their authorized representative, if any on 16.03.2020. The University reserves the right to reject any or all proposals, without assigning any reason thereof.

Registrar
CENTRAL UNIVERSITY OF RAJASTHAN
NH-8 Bandarsindri, Kishangarh
Distt. Ajmer

CENTRAL UNIVERSITY OF RAJASTHAN

NH-8 Bandarsindri Distt. Ajmer 305817 (Rajasthan)

PROPOSAL FORM

1. Proposal form submitted for

2. Name and Address of the Bidder
.....
.....

3. Details of demand draft:

Category of payment	D.D. No.	Bank Name	Amount(Rs.)	Date
Tender Fee				
EMD				

4. We are accepting all the terms and conditions as mentioned in Tender documents and we have signed with our full satisfaction.
5. The quoted rate for supply and filling of liquid helium (duly signed and sealed) is enclosed.
6. The supplies as per orders will be made **as per requirement**.
7. We are enclosing herewith the following documents as desired by you Copy of PAN, GST registration certificate, manufacturing license/ Authorized distributor/dealer certificate on the original letter head of manufacturer(as per the format given in tender document), addressed to tendering authority, without which the proposal will not be considered under any circumstances.

Date:.....

(Signature with Stamp of Bidder)

CENTRAL UNIVERSITY OF RAJASTHAN

NH-8 Jaipur-Ajmer, Bandarsindri, Kishangarh-305817, Dist. Ajmer

Tender Notice for Supply and filling of liquid helium in the NMR instrument (Make: Bruker Model AVANCEIII-500 MHz FT NMR Spectrometer) Central University of Rajasthan.



Central University of Rajasthan
NH-8 Bandarsindri, Kishangarh, Distt-Ajmer-305817
Tel: 01463 - 238755 Website www.curaj.ac.in


Ref.: CURAJ/Purchase/Tender/2019-20/507724.02.2020

TENDER NOTICE

Sealed quotations are invited from the Manufacturers, Authorized Dealers/ Firms for the supply and filling of liquid helium in the NMR instrument (Make: Bruker, Model AVANCEIII-500 MHz FT NMR Spectrometer) at Central University of Rajasthan. Quotations completed in all respects along with technical and price bids should reach the office of the undersigned on or before 16.03.2020 up to 02.00 P.M. which will be opened on the same day at 3.00P.M. in the presence of available bidders or their authorized representative, if any. For further details, please visit our website www.curaj.ac.in and CPP Portal i.e. <http://eprocure.gov.in>

Registrar

राजस्थान केन्द्रीय विश्वविद्यालय में एन0एम0आर0 उपकरण में लिक्विड हीलियम (मेक-ब्रूकर, मॉडल-एवीएनसीईIII-500 एम एच जैड एफ टी एन एम आर स्पैक्ट्रोमीटर) की आपूर्ति एवं भराई के लिये निविदा सूचना



राजस्थान केन्द्रीय विश्वविद्यालय
राष्ट्रीय राजमार्ग 8, किशनगढ़ जिला अजमेर 305817
दूरभाष: 01463- 238755 वेबसाइट www.curaj.ac

सी0यू0आर0ए0जे0 / क्रय / टेण्डर / 2019-20 / 507724.02.2020

निविदा सूचना

राजस्थान केन्द्रीय विश्वविद्यालय में एन0एम0आर0 उपकरण में लिक्विड हीलियम (मेक-ब्रूकर, मॉडल- एवीएनसीईIII-500 एम एच जैड एफ टी एन एम आर स्पैक्ट्रोमीटर) की आपूर्ति एवं भराई के लिये निर्माताओं/अधिकृत विक्रेताओं/फर्मों से मुहर बंद निविदायें आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता मुहर बंद लिफाफे में पूर्ण रूप से भरी हुई निविदा (तकनीकी और वित्तीय) अधोहस्ताक्षरकर्ता के कार्यालय में दिनांक 16.03..2020 को अपराह्न 02.00 बजे तक भेज सकते हैं। प्राप्त निविदायें उसी दिन अपराह्न 3.00 बजे उपस्थित निविदाकर्ताओं अथवा उनके अधिकृत प्रतिनिधियों, यदि हों की उपस्थिति में खोली जायेंगी। निविदा सूचना एवं विस्तृत जानकारी विश्वविद्यालय वेबसाइट www.curaj.ac.in एवं CPP Portal <http://eprocure.gov.in> पर उपलब्ध है।

कुलसचिव

CENTRAL UNIVERSITY OF RAJASTHAN
NH-8 Bandarsindri, Kishangarh, Distt. Ajmer 305817(Rajasthan)

**MAIN GUIDELINES/ POINTS WHICH ARE TO BE KEPT IN
MIND WHILE SUBMITTING THE PROPOSAL**

1. GST Registration certificate and declaration certificate of manufacturer or Authorized dealer should be enclosed along with the proposal.
2. All the terms and conditions are to be accepted by the firm and any counter conditions if any, will not be considered.
3. The vendor should have experience of three years in the filling of liquid helium in the NMR instrument.
4. The quotations of the firms which have either been blacklisted or stopped dealing with the Central University of Rajasthan will not be accepted. Certificate of non –blacklisting should be attached as per the enclosed format.
5. A vendor should supply and fill liquid helium in NMR instrument within 30 days after intimation.
6. It is the sole responsibility of the vender to fill liquid helium in the NMR instrument without damaging the instrument. In case of any damage, the vendor shall be liable to bear expenses incurred for repairing the instrument back to its original condition.
7. All EHS (Environment, Health, and Safety) should be adhered to and the vendor should take responsibility for proper safety measures. Any casualty while refilling shall be liable on vender.
8. Venders are required to arrange all accessories required for filling liquid helium.
9. The proposal should be submitted only by those firms who are manufacturers/ authorized dealers of the products quoted. Authorized distributor/dealer certificate on the original letter head of manufacturer should be submitted along with the proposal.
10. The name of only one authorized dealer should be mentioned in the Rate Contract offer/authorization letter. Rate contract of the manufacturer who are authorizing more than one dealer/distributor liable to be rejected.
11. The successful party will be bound to execute supply at the approved rate for full period of contract.
12. The firm should submit the list of Govt. Organization/Institution with which they have rate contract of above gases.
13. The rate contract will be valid up to five years from the date of issue of work order or till the next rate contract is finalized.
14. The earnest money Rs. 20,000 /- to be deposited with the proposal form through demand draft in the favour of Central University of Rajasthan payable at Kishangarh.
15. University reserves its right to accept or reject any bid without assigning any reason. University may add or delete any brand as per its requirement.
16. All the supplies made under the Rate Contract should invariably be recorded at the entry gate register of the University. Challan/Invoices will be accepted only after signatures & seal of security personnel, posted at the University Gate.
17. The offer should be valid for at least THREE months from the date of opening of the quotations.
18. Any special scheme/discount offered should be extended to University.
19. Financial Bid/ Rates will be evaluated as per **Annexure 'B'** only for those bidders, who are otherwise found technically eligible as per University evaluation criteria.

20. Contact persons for enquiry are Assistant Registrar (Purchase) on 01463-238757

I/we have read all guideline carefully as mentioned above and agree to abide by these conditions also.

Dated:.....

(Signature with name and Address stamp of Party)

Central University of Rajasthan

Terms and Conditions of the Tender/RC Proposal

1) **Price / Taxes:**

Prices stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The Vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to this order. All prices specified herein include all charges for, but not limited to, inspection and packaging. Prices set forth shall be inclusive of applicable sales, excise, GST or similar taxes, until and unless specified in the supply order.

2) **Acknowledgement and Acceptance of agreement:**

This agreement constitutes an offer from the university and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred in the agreement are incorporated herein by reference.

3) **The Vendor as an Independent Contractor:**

The Vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the university. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Vendor expressly waives any and all rights which may or may not exist to claim any relief under the university's comprehensive insurance policy, worker's compensation or unemployment benefits.

4) **Delivery:**

At Central University of Rajasthan, NH-8 Bandarsindri Distt. Ajmer and within stipulated period mentioned in Purchase Order from the date of receipt of purchase order. If any material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

If the Vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the University, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.

5) **Reproduction of Documentation:**

The University shall have the right at no additional charge to use or incorporate all or portions of material found in the Vendor's literature and/or reproduce the Vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Vendor agrees to advise the University of any Updated Information relative to the foregoing literature and documentation with timely written notice.

6) **Rescheduling:**

The University may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the Purchase Order, defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within ten (10) working days) of any necessary rescheduling.

7) **Supply of Liquid Helium:**

The liquid helium hereunder must be supplied to ensure its safe delivery in accordance with good commercial practice and where incorporated, the University's packaging specification. Supplier must be ready to supply liquid helium without requiring minimum amount of order.

THE UNIVERSITY WILL NOT BEAR THE LOSS UNDER ANY CIRCUMSTANCES DUE TO DAMAGE/BREAKAGE OF ARTICLES IN THE TRANSIT. THE COST OF THE DAMAGE/BROKEN ARTICLES WOULD BE DEDUCTED FROM THE BILL.

8) **Changes / Amendments:**

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by a vendor and accepted by the university in a form of amendment/ revised Order issued and signed by the University.

9) **Invoicing / Payments / Set-Offs:**

After each completion of supply/purchase order, the Vendor shall send triplicate invoices including item number to the University's concern department.

- Rates: FOR University campus at Bandarsindri, N.H. 8 Kishangarh, Distt. Ajmer and including of all charges. GST will be paid extra, as applicable. TDS towards GST will be deducted as applicable from time to time. University is entitled for concessional GST @ 5% as per Notification No. 45/2017-Central Tax (Rate) & Notification No. 47/2017-Integrated Tax (Rate) dated 14-11-2017.

- All the supplies made under this agreement should invariably be recorded at the entry gate register of the University. Challan/invoices will be accepted only after signature and seal of security personal, posted at the University gate.
- All the invoices generated against supply made under this agreement should be pre receipted & stamped.
- Payment of invoice shall not constitute acceptance of material ordered and shall be subject to appropriate adjustment, if the Vendor fails to meet the requirements of this agreement. The University shall have right to any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the University with respect to this agreement.

10) Terms of payment:

- i) 100% payment after delivery and filling of liquid helium and certification by the concerned department.
- ii) Earnest Money Deposit credited along with proposal shall be converted into performance security deposit. The amount of security deposit shall be released after expiry of the contract.
- iii) The earnest money of unsuccessful parties shall be returned soon after final acceptance of proposal(s).
- iv) Payment to be made to the first party will subject to the deduction of taxes applicable at source at the rate in force from time to time.

11) Selection of the party:

For the purpose of selection of the party, following documents should be attached with RC proposal.

- a. Authorization Certificate of dealership from the manufacturer firm/company.
- b. GST Registration Certificate of the firm & copy of PAN.
- c. Clientele list
- d. Experience Certificate
- e. Copy of Audited Balance Sheet to access the capability of the firm.
- f. Performance Certificated from clients, if any.
- g. Separate D.D. for E.M.D. and Tender Fee (if applicable) Amount.
- h. The form of the “Terms and Conditions” should be duly filled and signed by authorized person.

While the above procedures lay down the overall guidelines, Central University of Rajasthan reserves the right to select the vendor based on other parameters at its discretion.

12) Delivery and Opening of RC Proposal:

The completed proposal should be delivered at the

Central University of Rajasthan,
NH-8, Bandarsindri, Kishangarh,
Distt. Ajmer-305817(Rajasthan)

on or before 16.03.2020 up to 2.00 P.M.

RC proposal will be opened on 16.03.2020 at 3.00 P.M.

13) Liquidated damages for delayed supply:

If the supplier fails to deliver the goods within the period specified in the supply order, the University may, at its discretion, allow an extension in time subject to recovery from the supplier as agreed liquidated damages, and not by way of penalty, a sum equal to the percentage of the value of order which the supplier has failed to supply for period of delay as stated below:-

(i) Delay up to one week	1%
(ii) Delay exceeding one week but not exceeding two weeks	2%
(iii) Delay exceeding two week but not exceeding one month	5%
(iv) Delay exceeding one month: 5% for each month & part thereof subject to maximum 10%	

14) Assignment / Subcontracting /sublet:

The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.

15) Cancellations:

The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this order.

The University may cancel order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Vendor, effective when sent, in the event that the Vendor:

- (a) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- (c) files a voluntary petition in bankruptcy; or
- (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- (e) voluntarily ceases trading; or
- (f) merges with or is acquired by a third party; or
- (g) assigns any of its rights or obligations under the Order to a

third party without the university's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

16) Forfeiture of EMD:

- i. When party fails to commence the supply of the liquid helium & standards as per the supply order within the time prescribed.
- ii. When party does not execute the agreement, if any prescribed within the specific time.

17) Compliance with Laws:

After acceptance of RC proposals, successful parties shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.

18) RC Proposal received late: Incomplete tenders and tenders not in conformity with our prescribed specifications, terms and conditions will be rejected. Central University of Rajasthan will not be responsible for postal delay, non-receipt / non-delivery of RC Proposal documents or loss of documents in transit.

19) Patent Indemnity: The Vendor agrees to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, action and proceeding of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The university reserves the right to be represented in any such action by its own counsel at its own expense.

20) Indemnity: The Vendor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defense costs, arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors. The University

reserves the right to be represented in any such action by its own counsel at its own expense.

21) Law of the Contract:

The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Ajmer.

- 22)** All the articles supplied shall strictly confirm to the specifications, Trademark lay down in the proposal form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.
- 23)** RC proposal received late, incomplete tenders and tenders not in conformity with our prescribed specifications, terms and conditions will be rejected. Central University of Rajasthan will not be responsible for postal delay, non-receipt / non-delivery of RC Proposal documents or loss of documents in transit.
- 24)** Rate quoted by vendor should be valid during entire duration of rate contract.
- 25)** As far as possible, RC proposals should be given for goods of India manufacturer. If foreign goods quoted and proposed to be supplied should be covered by normal input quota of the dealer. This University is eligible for concessional in payment of custom duty. Certificate of the same will be provided by the University if needed.
- 26)** Conflict of Interest among Bidders/Agent: The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they have controlling partner (s) in common; or
 - (b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - (c) they have the same legal representative/agent for purposes of this bid; or
 - (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder.
 - (e) One manufacturer can authorize only one agent/dealer. There can be only one bid from the following:
 - (f) The principal manufacturer directly or through one Indian agent on his behalf; and
 - (g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

I/We have read all the enclosed **Terms and Conditions carefully** and ready to accept and according to that I/We are submitting herewith the tender.

Date:

(Signature of Party with seal and full address)

Annexure –A

Specifications for the supply and filling of liquid helium in the NMR instrument (Make: Bruker, Model: AVANCEIII-500MHz FTNMR Spectrometer)

1. Supply and filling of Liquid Helium in Bruker made AVANCE III 500 MHz FTNMR spectrometer for the Quantity of 250 Liters per annum for the duration of five years
2. It is the responsibility of the vendor to ensure minimal loss of liquid helium during filling.
3. Magnet level above the safe levels at all times has to be maintained.
4. The vendor has to ensure actual amount of liquid helium supplied at the site before and after filling.

Financial bid to be filled by bidder the supply and filling of liquid helium in the NMR instrument.

S. No	Particular	Rate per litre*
1.	Supply and Filling of liquid helium in the NMR instrument	
2.	Taxes if any	

***NOTE: Rate quoted should be FOR Central University of Rajasthan, Bandarsindri, Kishangarh, Ajmer.**

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & Attested by Public Notary / Executive Magistrate on Rs. 100/- non judicial Stamp paper by the bidder)

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm / company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Central University of Rajasthan, and EMD / SD shall be forfeited.

In addition to the above, Central University of Rajasthan, will not be responsible to pay the bills for any completed / partially completed work.

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

Check list for selection of criteria

To be filled by the bidder and submitted along with the proposal

S. No.	Technical Information	Page No.	Remarks
1)	Registration Certificate of the firm under shop act/any other act of Govt. of India/Rajasthan		
2)	Authorization Certificate of dealership from the manufacturer firm/company		
3)	GST Registration Certificate & Copy of PAN.		
4)	Clientele list		
5)	Experience certificate		
6)	Copy of Audited Balance Sheet to assess the capability of the firm for the last three financial years.		
7)	Income Tax Returns for the last three financial years.		
8)	Trade License if any		
9)	Performance Certificates from clients, if any		
10)	DD for EMD amount.		
11)	The form of the “Terms and Conditions” should be duly filled and signed by authorized person.		
12)	Certificate stating that rate quoted are minimum and not supplied to any other institution/organization below the quoted rate.		
13)	Certificate of non-Blacklisting.		

End of Tender Document