



**UCC/2017-18**

**UNIVERSITY COMPUTER CENTER  
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

**PRESCRIBED TENDER FORM FOR THE AMC OF UNIVERSITY NETWORK ON THE  
TERMS AND CONDITIONS UNDER TENDER-CODE UCC/2017-18 IN REFERENCE TO  
TENDER NOTICE NO UCC/VB/MLSU/E-TEND/2017/753 DATED 15.11.2017**

Note : - Online Tender under two bid system(technical and financial) must be uploaded strictly in accordance with all the terms & conditions of the University, otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Bidders should read these conditions very carefully and comply strictly before uploading their tender. If a bidder has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents he should, before submitting the tender, refer these to the Head and obtain clarification. The decision of the Head regarding interpretation of the conditions and specifications shall be final and binding on the bidders.

**CONTENTS OF TENDER DOCUMENT**

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**HEAD**



# UNIVERSITY COMPUTER CENTER MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

No. UCC/VB/MLSU/E-TEND/2017/753

Dated: 15.11.2017

## E-TENDER NOTICE

E-tender under two bid system i.e. technical and financial bids are invited from reputed firms for the work as per description given below up to 07.12.2017 at 5:00 pm. Bidders can participate through online bidding process by registering on website <http://eproc.rajasthan.gov.in> from 17.11.2017 at 3:00 pm. Details are also available on the university web site [www.mlsu.ac.in](http://www.mlsu.ac.in)

Work Description	Estimated Cost	Earnest Money	Tender fee(Rs.)
(A) Networking Items	Rs. 25.00 lacs	Rs.50,000/-	Rs. 1000/-+ 1000/- (RISL processing fee) through DD only
(B) Networking Services	Rs. 10.00 lacs	Rs.20,000/-	Rs. 1000/-+ 1000/- (RISL processing fee) through DD only
(C) AMC of University Network	Rs. 6.00 lacs	Rs.12,000/-	Rs. 500/-+ 500/- (RISL processing fee) through DD only
(D) Server and accessories	Rs. 10 lacs	Rs.20,000/-	Rs. 1000/-+ 1000/- (RISL processing fee) through DD only
(E) Batteries for UPS	Rs. 3.0 lacs	Rs.6,000/-	Rs. 500/-+ 500/- (RISL processing fee) through DD only

**Note:-**

- (1) Bidder (authorized signatory) shall submit their offer on-line in electronic format both for technical and financial proposals. However, DD for tender fee, RISL processing fees and bid security should be submitted physically at the office of the tendering authority as prescribed in the tender notice and a scanned copy of the same should also be uploaded along with technical bid cover.
- (2) In case any of the bidder fails to physically submit the Demand Draft for Tender fee, bid security and RISL processing fee up to **2:00 pm on 08.12.2017** its technical bid shall not be opened. The Demand Draft for bidding document fee and bid security should be drawn in favor of “**Director, University Computer Centre, MLSU**”, payable at Udaipur where as the Demand Draft of Rs 1000/- or Rs. 500/- as applicable towards RISL processing fee should be drawn in favor of “**Managing Director, RajComp Infoservices Ltd**” payable at Jaipur from any scheduled commercial bank.
- (3) To participate in online bidding process, bidders must procure a Digital Signature Certificate (Type-III as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can process the same from any CCA approved certifying Agency such as TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also the bidder must register on <http://eproc.rajasthan.gov.in> (bidders already registered need not do so)
- (4) Bidders are advised to refer “Bidders Manual Kit” available at E-procurement Web site for further details of the e-tendering process.
- (5) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- (6) The provisions of RTPPA Act, 2012 and rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the bidding document with the RTPPA Act, 2012 and Rules thereto, the later shall prevail.

**HEAD**  
(Ph. No. 0294-2471370)  
E-mail [dcsmisu@gmail.com](mailto:dcsmisu@gmail.com)



**UNIVERSITY COMPUTER CENTER  
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

**Important Dates for Tender**  
**(For Part A to Part E)**

<b>S.No.</b>	<b>Events</b>	<b>Date</b>
1.	Date of Issue of Notice Inviting Tender (NIT)	15.11.2017
2	Start Date & Time for downloading of Tender documents	17.11.2017 at 3:00 pm
3	Website for downloading Tender Documents	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
4	Tender document submission start Date &Time	17.11.2017 at 3:00 pm
5	Last Date & Time of downloading of Tender	07.12.2017 at 5:00 pm
6	Last Date & Time for online submission of Tender	07.12.2017 at 5:00 pm
7	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee , EMD and tender documents	08.12.2017 at 2:00 pm
8	Date &Time for online opening of Technical Bid	08.12.2017 at 3:00 pm
9	Date &Time for online opening of Financial Bid	To be announced after evaluation of technical bids



# UNIVERSITY COMPUTER CENTER MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

## PART(C): AMC of University Network

### SPECIAL TERMS & CONDITIONS:-

1. The Bidder will be required to upload following documents
  - (a) Scanned copies of Tender Fee, Processing Fee and EMD
  - (b) Brief Overview about the Bidder and their business (Max. Two Pages)
  - (c) Documents to prove eligibility/Qualify of the Bidder for submission of Bid
  - (d) Technical Bid form with supporting documents as mentioned in it
  - (e) Financial Bid as per format
2. The Purchase Committee constituted, Mohanlal Sukhadia University, Udaipur reserve the right to accept any tender, not necessarily the lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items for which tender has been submitted.
3. The Tenders must be submitted strictly in accordance with the conditions of the tender and all the enclosures (duly signed and stamped) must be attached along with the tender as demanded, otherwise the Tender may be rejected.
4. The work order can be repudiated at any time by the Head, University Computer Centre, Mohanlal Sukhadia University, Udaipur if the work is not executed in time and /or to the satisfaction after giving an opportunity to the firm.
5. All legal proceedings which may arise relating to this contract shall be Subject to the Jurisdiction of the appropriate court situated in Udaipur only.
6. The Bidders should not quote their own (means counter) conditions while submitting the tender. Any counter condition or counter proposals submitted by the bidders will not be considered at all and his tender shall be liable to rejection. The firm intending to get their counter or extra conditions accepted, should not submit the tender and when once the tender is submitted it will be construed that the tenderer agrees to all the terms and conditions of the tender.
7. **The bidder must have been in the business of providing Computer Network Maintenance work deploying Network Technicians/Engineers for University/Educational institutions / Government organizations and carried out Computer Network Annual Maintenance work costing approximately Rs 5.0 lakhs or more from an institution (attach work orders) each year, during last three years.**
8. **Must have installed and configured GBPS LAN with at least 100 nodes in a campus or maintained a GBPS Campus LAN. Copy of the order should be attached.**
9. **The bidder must have a Service Centre or an office at Udaipur with professionals (Computer Engineers ) to provide services on call at the University.**
10. **The turnover of the company during last three financial years must be Rs 10.00 Lakhs or more. Copies of financial report such as P&L A/c Balance sheet, IT returns should be accompanied with technical bid.**
11. Notwithstanding anything contained herein before in these special terms & conditions, the University reserves the right to take action against the defaulting firm for any kind of misbehavior

or for any breach of the Contract what-so-ever by way of imposing of penalty, forfeiting of Earnest Money /Performance Security Money, cancellation of order, cancellation of the agreement and blacklisting and such other action according to the University rules.

12. Items shall be supplied according to specifications provided in the tender document.
13. The bidder will be required to supply within in four weeks of giving order. Any delays in delivery of the items shall be subject to liquidated damage as follows :-
  - a) For delay up to 25% of the supply period,  $2^{1/2}$  % of the value of the balance supply.
  - b) For delay up to 50% of the stipulated supply period, 5% of the value of the balance supply.
  - c) For delay up to 75% of the stipulated supply period,  $7^{1/2}$  % of the value of the balance supply.
  - d) For delay up to 100% of the stipulated supply period, 10% of the value of the balance supply.
14. Rates must be quoted for Complete supply per item including all charges, taxes, duties etc., if any. However, the bidder must show GST and other taxes charged separately in the Invoice.
15. The rates must be quoted F.O.R. destination, means University Computer Centre, Mohanlal Sukhadia University, Udaipur.
16. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial Stamp of Rs. 100/- at his own cost within 10 days from receipt of the letter from this office.
17. The successful tenderer will have to deposit a performance security deposit of 5% of the tender value at the time of signing of agreement within 15 working days of the issue of the letter of intent. The performance security will be furnished in the form of account payee demand draft or bank guarantee drawn in favour of Director, University Computer Centre, Mohanlal Sukhadia University payable at Udaipur.
18. The Income Tax will be deducted from the bill OR as per Central /State Govt. Rules at the time of payment by the concerning DDO's. The payment for supply of items will be made after successful execution of complete order.
19. No previous earnest Money will be adjusted against this tender.
20. Provisions of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) Rules 2013 Govt. of Rajasthan / GF& AR shall be applicable with regard to delay in supplies and other residue eventuates.

**HEAD**

**I/we hereby declare that I/we read carefully all the above mentioned Special Terms & Conditions and I/we AHree to confirm the above the terms/conditions.**

Place : \_\_\_\_\_

Date : \_\_\_\_\_

**SIGNATURE OF THE TENDERER**

**With his Firm's Rubber Stamp**



**UNIVERSITY COMPUTER CENTER**  
**MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

**PART(C): AMC of University Network**

**Pre-Qualification/Eligibility Criteria**

S.No.	Basic Requirement	Specific Requirements	Documents to be scanned
1	Legal Entity	The bidder should be a proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act or a similar act of any other State/Union, as applicable OR A company registered under India Companies Act 1956 OR A partnership firm registered under Indian Partnership Act 1932	Copy of valid Registration Certificates/ copy of certificate of incorporation
2	Financial: Turn over from related work	The turnover of bidder company should more than Rs. 10 lacs in each year for the last three financial years.	Audited copies of Balance Sheet and Profit & Loss Account of last three Financial years 2014-15, 2015-16, 2016-17 OR Certificate from CA with CA's Registration No. & Seal
3	Technical Capability	(i) The bidder should be an established, reputed and reliable firm in the field of Computer Network Maintenance work.  (ii) Must have installed and configured GBPS LAN with at least 100 nodes in a campus or maintained a GBPS Campus LAN.  (iii) The bidder must have a Service Centre or an office at Udaipur with professionals (Computer Engineers ) to provide services on call at the University.	(i) Copy of AMC work orders or satisfactory completion (orders whose value more than Rs. 5 lac or more)  (ii) Copy of work orders or satisfactory completion in this respect.  (iii) Location of service centre at Udaipur and list of Service Engineers with their qualifications
4	Tax registration	The bidder should have registered number of (i) GST (ii) Income Tax PAN	Copy of GST registration and PAN card.



# UNIVERSITY COMPUTER CENTER MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

No.: UCC/VB/MLSU/TEND/2017/753

Date: 15/11/2017

## PART(C): AMC of University Network

### TECHNICAL BID

#### 1. Name and address of the Bidder:

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Please submit technical bid with supporting documents along with EMD in a separate envelope as prescribed under para (1) of special terms and conditions.

S. No.	Particulars	Information to be provided by the Bidder	Check (Yes) (No)
1	Name of the Bidder with complete address and Telephone/ Mobile number		
2	Earnest Money Deposit in favour of Director, University Computer Centre, MLSU, Udaipur	Tender fee. Amount: DDNo. Processing Fee: Amount: DD No. EMD: Amount: DD No.	
3	Registration Number & Date of establishment of the firm (copy of registration should be attached as a proof)		
4	The company should have executed orders of Rs. 5 lacs or more to government/ reputed organizations during last three years (please attach the copy of the purchase order)		
5	The turnover of bidder company should more than Rs. 10 lacs in each year for the last three financial year (Attach the copy of balance sheet).		
6	GST and PAN number of the firm( Enclose Photocopy)		
7	Details of service centre along with the list of qualified service engineers etc.		
8	Successful bidders of outside Udaipur should establish an office or his agency at Udaipur.		
9	Whether your firm has been blacklisted by any Government/PSU/Board/University. Submit an undertaking		
10	Do you agree to complete the work in the specified period?		

This is to certify that I/We have read all the terms and condition of the tender and agree to abide by the same. We have also read eligibility conditions to participate in the tender, details of the work to be carried out and other details made available with this Bid – Form

Date:

**Signature of the Authorized Signatory**  
**Rubber Stamp of the firm**



**UNIVERSITY COMPUTER CENTER  
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

**COMPLIANCE OF THE SPECIFICATIONS  
(to be attached with Technical Bid)**

No.: UCC/VB/MLSU/TEND/2017/753

Date: 15/11/2017

**Part C: AMC of University Network**

**( The bidder must write Yes/No against each specification of the equipment. In case of any deviation kindly mention explicitly)**

<b>S.No.</b>	<b>Item &amp; Specification</b>	<b>Compliance (Yes/No)</b>
1	<p><b>Annual Maintenance Contract of University Network</b></p> <p>(a) Includes maintenance of Windows, Linux Servers, Firewall Cyber Roam UTM, Firewall Routers, Switches, Wireless Access Points, Maintenance of Single Mode and Multimode OFC GBPS connectivity various buildings in the campus for network and Internet Connectivity to more than 200 nodes and wireless Access in all the campuses/ units/ departments/ constituent colleges/ sections/ divisions/ hostels of M.L. Sukhadia University connected with BSNL OFC leased line, and Wireless Connectivity to provide uptime 98% or more for a period of one year as per work description.</p> <p>(b) Day to day maintenance of Servers (linux and Windows) Firewalls, Routers, switches, Wireless Access points, Management Cyber Roam UTM and other Utilities etc. (Cyber Roam Software License Renewal is not included)</p> <p>(c) Discharge of the duty of Network Engineer/ Coordinator (to be deployed in the university by the service Provider and rectify the complaints received from various units /colleges and departments of the university. The complaints should be entertained within a period of four hours and rectified immediately.</p> <p>(d) Ensure physical connectivity of the entire university network as a whole.</p> <p>(e) Configure and ensure connectivity of the clients of the with campus network and Internet.</p> <p>(f) Configure mail clients on work station.</p> <p>(g) Test and identify problems in networking components in whole university network and coordinate their repair as per the university norms.</p> <p>(h) Ensure Wireless connectivity in university Intranet.</p> <p>(i) Maintaining and protecting the security of the Intranet.</p> <p>(j) Registering complaints and follow up to the NKN, BSNL for uninterrupted bandwidth and connectivity in the entire university.</p>	



## **Specific terms and conditions for AMC of University Network (to be attached with Technical Bid)**

All the condition as laid down in general condition in the tender form of the university are followed during AMC of the system. In addition following specific condition are included:

1. The requisite number of network engineers (at least 16 man-power hours per day i.e., 2 persons \* 8 hours per day) are to be deployed by the service provider so as to ensure timely rectification of complaints and smooth functioning of university network.
2. The service provider must provide satisfactory facility of services during all working days from 09.00AM to 06.00PM (including one hour for lunch) and on holidays, if required depending on exigency. The requisite number of network engineers (at least 16 man-power hours per day i.e. 2 persons \* 8 hours per day) are to be deployed by the service provider so as to ensure timely rectification of the complain and smooth functioning of university network. Additional engineers should be deployed by the firm, if required depending on the number of connections not working on that day.
3. The maintenance work is to be carried out under the supervision of Coordinator, Internet Center, Vigyan Bhawan, New Campus. Service provider should give list of the qualified persons being deployed for this work along with their contact numbers. Further the deployed person should ask to report to Coordinator, Internet Center be directed to remain physical present in the Internet Center at Vigyan Bhawan and at University College of Science, Udaipur.
4. Networking items/components shall be provided by the university as per the requirement assessed by the university.
5. Satisfactory service is essence of the contract. In case the service are not found satisfactory by the university the contract may be terminated without giving any notice.
6. Annual maintenance charge will be paid after receipt of the satisfactory performance report from university Coordinator, Internet Center on monthly basis. A penalty of 3% of the monthly bill amount will be invoked in case of unsatisfactory performance.
7. The AMC will be awarded initially for a period of one year and may be further extended for one more year (maximum up to total duration of three years) by the university if services are found satisfactory. The service providers should bound to provide the services for extended period on the same terms and conditions.
8. The services provider should have prior experience about configurations of CISCO layer3 switches, Cisco routers and CISCO firewall, Mail Server, Wireless access points, IP devices, VOIP devices installation etc. During technical bid evaluation technical capability of the vendor will be assessed.
9. The service provider and the deployed Network Coordinator should have at least five year experience in maintaining such networks(having more than 100 nodes) for some reputed organization. The proof of the experience should be provided.
10. This is purely a service contract and does not include any spares/parts.
11. The service provider shall not be entitled to make any additional charge for carrying out maintenance services in any case.
12. The existing university network layout is available in Internet Center, Vigyan Bhawan, New Campus, MLSU, Udaipur.

### **13. Other Terms and conditions**

- (a) All the services must be provided efficiently and all information related to security must be kept confidential.
- (b) An agreement to provide server and other services, confidentiality of data, security of the server etc. must be executed
- (c) 5% security / bank guarantee during execution of the services should be provided to the Director, University Computer Center, MLSU, Udaipur.
- (d) Network Engineers deployed must have professional training in Computer Hardware and Networking or completed training CCNA courses capable of carrying out day to day work at sites as described below.

### **14. PAYMENT TERMS**

Maintenance charges will be paid on monthly basis against the verified work report of following:

- (a) Biometric attendance Record of Network staff deployed by the firm.
- (b) Daily Work report of the Network staff giving details of the maintenance work carried out.
- (c) Daily Status of the Network giving the daily Internet speed and Status of NKN, BSNL Broad band and Other Internet Connections in both campus at specified 15 points in the both campuses (Deans, Directors, Heads and other specified points).
- (d) Log book (date and time) of complaints registered and resolved should be maintained.

### **15. Penalty:**

- (a) Downtime above 2% due to fault of firm will be charged @Rs 5000/-per day.
- (b) Rs. 500/- will be deducted for not reporting /Not carrying out Network Maintenance or Network staff is not found in the campus during service period (09.00AM to 6PM).
- (c) In case of loss of data/damage to Equipments of the university due to lapses from the part of the service provider/approved bidder ,losses must be compensated financially as per claim of the university.

### **DECLARATION**

I/We hereby declare that I/We read carefully all the above mentioned SPECIFIC TERMS AND CONDITIONS I/We agree to these terms and conditions.

Dated: \_\_\_\_\_

**SIGNATURE OF THE BIDDER  
WITH RUBBER STAMP**



**UNIVERSITY COMPUTER CENTER  
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

No.: UCC/VB/MLSU/TEND/2017/753

Date: 15/11/2017

**Part C: AMC of University Network**

**FINANCIAL BID**

**Name and address of the Bidder:**

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S.No.	Specifications/Scope of Work	Rate excluding GST
1.	<p><b><u>Annual Maintenance Contract of University Network</u></b></p> <p>(a) Includes maintenance of Windows, Linux Servers, Firewall Cyber Roam UTM, Firewall Routers, Switches, Wireless Access Points, Maintenance of Single Mode and Multimode OFC GBPS connectivity various buildings in the campus for network and Internet Connectivity to more than 200 nodes and wireless Access in all the campuses/ units/ departments/ constituent colleges/ sections/ divisions/ hostels of M.L. Sukhadia University connected with BSNL OFC leased line, and Wireless Connectivity to provide uptime 98% or more for a period of one year as per work description.</p> <p>(b) Day to day maintenance of Servers (linux and Windows) Firewalls, Routers, switches, Wireless Access points, Management Cyber Roam UTM and other Utilities etc. (Cyber Roam Software License Renewal is not included)</p> <p>(c) Discharge of the duty of Network Engineer/ Coordinator (to be deployed in the university by the service Provider and rectify the complaints received from various units /colleges and departments of the university. The complaints should be entertained within a period of four hours and rectified immediately.</p> <p>(d) Ensure physical connectivity of the campus network as a whole.</p> <p>(e) Configure and ensure connectivity of the clients of the with campus network and Internet.</p> <p>(f) Configure mail clients on work station.</p> <p>(g) Test and identify problems in networking components in whole university network and coordinate their repair as per the university norms.</p> <p>(h) Ensure Wireless connectivity in university Intranet</p> <p>(i) The AMC will include maintaining and protecting the security of the Intranet</p> <p>(j) Registering complaints and follow up to the NKN, BSNL for uninterrupted bandwidth and connectivity between both campuses</p>	<p>Total charges for for period of one year exclusive of GST</p> <p>Rs. ....</p> <p>In words</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Current rate of GST (in %)</p> <p>.....</p> <p>.....</p>

Date:

**Signature of the Authorized Signatory  
Rubber Stamp of the firm**



# UNIVERSITY COMPUTER CENTER MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

## **Instructions for Online Bid submission** **(For Part A to Part E)**

Instructions to the Bidders to submit the bids online through the State Govt. Procurement Portal for e Procurement at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro their user ID/password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III certificate with signing key usage) issued by SIFY/TCS/Code/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender sit, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) The details of DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidders has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of nay irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time(as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encrypted techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.
- 31) The bidder should upload the letter of Transmittal (on company letterhead) as per Performa enclosed.

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UNIVERSITY COMPUTER CENTRE**

## **Annexure A : Compliance with the code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process ;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly , to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest , if any ; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest:-**

The bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligation, or compliance with applicable laws and regulations.

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

**Annexure B : Declaration by the Bidder regarding Qualifications:-**

**Declaration by the Bidder**

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/ we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our Qualification to enter in to a procurement contract within a period of three years preceding the commencement of this procurement process. Or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:  
Place:

Signature of bidder  
Name :  
Designation :  
Address :

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority.....

The designation and address of the second Appellate authority is.....

### **(1) Filing an appeal**

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceeding:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

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

### **(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :-

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

### **(5) Form of Appeal**

(a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

### **(6) Fee for filing appeal**

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.



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

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

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

### **2. Procuring Entity's Right to vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the Bidding Document. it shall be without any change in the unit prices or other terms and conditions contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensations except otherwise provided in the Condition of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

### **3. Dividing quantities among more than one Bidder at the time of award (in case of procurement of Goods)**

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