



No.CS/VB/MLSU/2020/395

Date:17.02.2020

PRESCRIBED TENDER FORM FOR SUPPLY OF FIREWALL FOR UNIVERSITY NETWORK AGAINST BUYBACK OF EXISTING Cyberoam CR 500iNG ON THE TERMS AND CONDITIONS UNDER TENDER-CODE : No.CS/VB/MLSU/2020/ 395 dated 17.02.2020

Note : - Online Tender 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 submitting 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, Department of Computer Science and obtain clarification. The decision of the Head, Department of Computer Science regarding interpretation of the conditions and specification shall be final and binding on the bidders.

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No.CS/VB/MLSU/2019/395

Date: 17.02.2020

E-TENDER NOTICE

Online bids under two bid system i.e. technical and financial bids are invited on or before **26.2.2020 by 5:00 PM**, from reputed firms. Bidders can participate in the online bidding process from **18.02.2020 at 5:00 pm** after registering on website <http://eproc.rajasthan.gov.in>. Tender also available on the university web site www.mlsu.ac.in

S. No.	Description	App.Cost (in Lacs)	EMD (Rs)	Tender fee (Rs.)
1	FIREWALL FOR UNIVERSITY NETWORK AGAINST BUYBACK OF EXISTING Cyberoam CR 500iNG having equivalent or enhanced support – 36 months	600000/-	12000/-	Rs. 590/-+500/- Processing Fee through DD only

Head

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 27.02.2020** its technical bid shall not be opened. The Demand Draft for bidding document fee and bid security should be drawn in favour of Head, Department of Computer Science, MLSU, payable at Udaipur where as the Demand Draft of Rs 500/- 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,

Department of Computer Science,

M.L.S. University, Udaipur

(Ph. No. 0294-2470621) , E-mail dcsmlsu@mlsu.ac.in



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Important Dates for Tender

S. No.	Events	Date
1.	Date of Issue of Notice Inviting Tender (NIT)	17.02.2020
2	Start Date & Time for downloading of Tender documents	18.02.2020 at 5:00 pm
3	Website for downloading Tender Documents	http://eproc.rajasthan.gov.in
4	Tender document submission start Date & Time	18.02.2020 at 5:00 pm
5	Last Date & Time of downloading of Tender	26.02.2020 at 5:00 pm
6	Last Date & Time for online submission of Tender	26.02.2020 at 5:00 pm
7	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee and EMD	27.02.2020 at 2:00 pm
8	Date & Time for online opening of Technical Bid	27.02.2020 at 3:00 pm
9	Financial bid opening date & time	To be announced after evaluation of technical bids



ELIGIBILITY CRITERIA

The following criteria must be fulfilled by a bidder :

1. . The bidder must be a company/firm registered under the India Company Act,1956 or a proprietary firm or a firm registered under partnership Act 1932. No consortium is allowed. Necessary certificates must be enclosed.
2. Compliance statement for the following specifications should be provided by OEM on Letter head; deviation & remarks shall be mentioned clearly. Data sheet of the quoted products should be provided along with the bid.
3. An authorization letter from the OEM is required to be submitted on OEM letterhead addressing this tender, in case OEM is not participating directly.
4. Bidder should be registered with sales tax department and have presence in Rajasthan since minimum last 5 years.
5. Bidder should have registered office in Udaipur in order to provide support for firewall.
6. Demonstration to be given as and when required. Schedule for the same will be informed in advance.
7. Bidder should submit quote for complete system, conditional quotation shall not be allowed. All quoted prices should be inclusive of all taxes.
8. Bidder need to submit Minimum 3 Purchase Order of Minimum 6 lacs for firewall/UTM.
9. Migration of existing user base along with current policies would be the responsibility of the bidder.
10. The turnover of the company during last three financial years must be Rs 6.00 Lakhs or more .Copies of financial report such as P&L A/c Balance sheet, IT returns should be accompanied with technical bid.
11. The firm must have necessary Tax registrations with State/ Central Govt. and PAN registration. Attach copy of the registration certificate with technical bid.



GENERAL TERMS AND CONDITIONS OF BID

NOTE: Bidders should read these conditions carefully and comply strictly while sending their bids. If a bidder has any doubt regarding the interpretation of any of the conditions or specification mentioned in the bid notice, he should before submitting the bid, refer these to the undersigned and obtain clarification. The decision of the University regarding the interpretation of the conditions and specifications shall be final and binding on the Bidders.

1. Definition

- (i) The term 'the contract' shall mean the invitation to the bid the instructions to the Bidders the bid acceptance of bid hereinafter defined and those general conditions and special condition that may be added.
- (ii) The term the contractor or bidder shall mean the person, firm or company with whom the order for supply is placed. In the case of the person, it shall be deemed to include his successors, heir and legal representatives where the context so admits.
- (iii) The term delivery shall mean delivery by the dates and the places specified in the bid form and/or order/issued after the acceptance letter from time to time of stores which are acceptable by the Indenting officer/the Head, Department of Computer Science, M.L. Sukhadia University or the central stores purchase committee of the university and not the submission of stores which are not to the required standard.
- (iv) The term Purchase Committee shall mean the a Committee constituted by the M.L.Sukhadia University.
- (v) The term bid means tender and bidder means tenderer/contractor.
- (vi) The terms 'Bid deposit' and 'Earnest money deposit' have same meaning.

2. The bids should be sent to Head, Department of Computer Science, , Vigyan Bhawan, Block-A, M.L. Sukhadia University, Udaipur 313001 (Rajasthan) under a registered A.D. cover or speed post etc. in a double envelope, duly sealed and marked with the item name of the bid, bid Code No., due date so as to reach him before the due date and time. If bids are delivered by hand, a receipt should be obtained. Any bid received after the due date and time shall not be considered.

The bids will be opened on the date and time mentioned in the bid documents before the members of a committee appointed for this purpose by the Head, Department of Computer Science or by Comptroller of MLS University Udaipur in the office of the Vigyan Bhawan, Block-A, University Computer Centre of MLS University, Udaipur.

Bidders are at liberty to be present or authorise not more than one representative to present at the time of opening of bids on the above mentioned date and time.

3. No dealer who is not registered under the sales tax act prevalent in the state where his business is located may be eligible to bid. The sales tax registration number should be quoted and sales tax clearance certificate from the commercial/sales tax officer of the circle concerned should be submitted without which bid is liable to rejection.
4. Bid will have to submit invariably an income tax clearance certificate from the income tax officer of the circle concerned along technical bid.
5. The bid should be filled in blue ink or typed. No bid, filled in pencil shall be considered.
 - (i) Rates must be written both in words and figures. There should no alterations or overwriting in the bid and



information given in the bid should be in unambiguous language. Where any alteration is made, it should be made clearly and should be dated and initialed by the Bidder failing which such quotation will be ignored. No paper shall be detached from the bid form.

(ii) Rates quoted must be F.O.R Railway station and should include all charges and taxes. Current rate of Central/Rajasthan Sales Tax, Excise duty must be mentioned in financial bid as specified.

(iii) If any time during the period of contract the contractor reduces the sale price of such stores to any other person at a price lower than the price approved under the bid, he shall forthwith notify such reduction or sale to the Head, Department of Computer Science, M.L.Sukhadia University and the price payable under the contract for the stores supplied after the date of coming into force of such reduction in sale shall be correspondingly reduced. The successful Bidder shall furnish certificate to the effect that the provision of this clause has been fully complied with in respect to supplies made or billed for up to the date of certificate. The successful Bidders shall furnish this certificate to Head, Department of Computer Science, M.L.Sukhadia University at the beginning and in every six month thereafter during the currency of the contract and at the end of the contract period that they had complied with this clause of the conditions.

7. The Bidder is not expected to quote for more than one quality where the specification are fairly clear and not more than two in any case. If any bid will quote for more than two qualities, his rates may not be considered at all in respect of those items.
8. Bid and offers of the firm shall be valid for a period of six months from the date of opening of financial bids.
9. (i) Bids hereby are explicitly warned that individual signing the bid must specify as follows:-
 - (a) Whether signing as Sole Proprietor of the firm".
 - (b) Whether signing as a Registered active partner of the firm".
 - (c) Whether signing for the firm, i.e. per procuracionem".
 - (d) In the case of Companies and Registered firms whether signing as Secretary, Manager, Partner, Director, etc. and how individuals so signing are authorised to do so. A copy of the document under which such authority is given should be submitted with the bid, if a copy has not already been sent to Head, Department of Computer Science, Vigyan Bhawan, Block-A, M.L.Sukhadia University, Udaipur - 313001 (Rajasthan).
- (ii) Except specified places, Bidder should sign the bid form at the end of the first and last pages of the bid as a token of his acceptance of all the terms and conditions of the bid. He should also sign at each page of the bid on which rates are quoted and also at all the specified places.
- (iii) If the Bidder resiles from his offers or puts new terms after opening of the bid, his earnest money is liable to be forfeited.
- (iv). The submission of more than one bid for the one and same category and under different names is prohibited. If it is discovered that this condition has been violated, the bid will be rejected or contract will be cancelled and the earnest money (Bid deposit) or security deposit(s) will be forfeited by the University.
10. The bid must be accompanied by an Earnest Money (bid deposit) as demanded in the NIB without which it will not be considered and rejected outright. The bid form fee and earnest money should be remitted in any one of the following forms:-
 - (i) Deposit Receipt of the recognised banks, which should be made in the name of to Head, Department of Computer Science, Vigyan Bhawan, Block-A, M.L.Sukhadia University, Udaipur 313001 (Rajasthan).
 - (ii) Bank Drafts, of any scheduled bank in the name of Head, Department of Computer Science, Vigyan Bhawan,



Block-A, M.L.Sukhadia University, Udaipur 313001 (Rajasthan). (payable at Udaipur)

(iii) Cheque and FDR are not acceptable in any case.

N.B (a) It is emphasized that no bid will be considered without earnest money (bid deposit) and if it is not in the form specified above. Request for adjustment of previous security/earnest money or deduction of amount from the earnest money from pending bills will not be considered.

(b) the earnest money will be refunded to an unsuccessful Bidder after final acceptance of the bid for these firms, whose bids are accepted. Earnest money will be retained as security for the full period of contract and it will be refunded within six months after the expiry of contract, provided there is no complaint from any of the purchasing officers in University.

11 Successful Bidders will have to execute an agreement in the prescribed form with the Head, Department of Computer Science, on a non-judicial stamp paper of Rs. 100/- which will be purchased by the contractor in his name and on his own cost, within period specified in the letter from the date on which the acceptance of the bid is communicated to him.

12. The contractor will be held responsible for goods being sufficiently and properly packed for transport by rail or road transport so as to ensure their being free from loss and breakage till the delivery of goods at the stores of the purchasing officer. All packing cases, containers and other allied material shall be supplied free of cost by the contractor and the same will not be returned to him. If he so desires, the contractor may insure valuable goods and loss or damage, breakage, leakage or shortage discovered at the destination by the consignee, the contractor shall be liable to make the same good at his own cost. The contractor may keep or depute any of his representatives to watch any damage or loss discovered at the destination to verify the same if he so likes for his satisfaction.

13. The successful bidder shall not assign or sublet the contract or any part thereof to any other party.

14. (i) All goods must be sent freight paid. If goods are sent without freight paid, a penalty of 10% of the freight and Rs. 2000/- as handling charges will be recovered from the supplier's bills.

(ii) RRs or GRS should be sent under a Registered cover. No RR or GR will be accepted if it is sent by V.P.P or through bank.

(iii) Each bale or package shall contain a packing note quoting the acceptance order or supply order No date and showing its contents in detail.

(iv) Payment for the supply shall be due and payable by the purchasing officer to whom supply is made when the goods is delivered strictly in accordance of the supply ordered and when the goods are found to the standard required.

(v) All the goods supplied shall be of the best quality to the specification, trade mark laid down for them and in strict accordance and equal to the approved standard samples and in case of any material of which there are no standard approved samples shall be of the very best quality and description obtainable in India. The decision of the Purchasing officer, the Central Stores Purchase Committee of the university shall be final as the standard quality of goods and binding upon the bids and in case any of the articles supplied not being approved they shall be liable to be rejected and any expense or loss caused to supplier as a result of rejection of supplies, shall be entirely on contractor's account.

(vi) The rejected articles must be removed by the bid from the destination where they lie within 30 days from the date of rejection notice. The officials will take reasonable care of such materials but will not be responsible for



any loss or damage that may occur to it while it is on their premises.

15.(i) The material ordered will have to be supplied within normally six weeks for General equipments, one month for the computer & accessories, electronic items, software, etc. from the date of placing the order to the concerned authority of M.L. Sukhadia University.

- (ii) The material will have to be delivered at the University Stores Premises in case of local dealers.
- (iii) The Purchasing Officer on the request of contractor may at his discretion allow extension of time for the period which he considers proper or may refuse.
- (iv) The supply of an order marked URGENT will be started immediately and will be completed in full by the contractor within 15 days from the date of issue of order.
- (v) In case the supply is not made according to the order in full within the period mentioned in the order the earnest money will be forfeited.
- (vi) When the Bidder is unable to complete the supply within either the specified or extended period the purchasing officer shall be entitled to purchase the goods from elsewhere without notice to the Bidder but on his (i.e. Bidder's) account and risk, the goods or any part thereof which the Bidder has failed to supply, or if not available the best and nearest available substitute thereof or to cancel the contract and the Bidder shall be liable to pay for any loss or damage which the purchasing officer may sustain by reason of such failure on the part of Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract within the university. If recovery is not possible from the bill and Bidder fails to pay the loss or damage within one month of the demand, the recovery shall be made under the Rajasthan Public Demand Recovery Act, 1952 or any other law for the time being in force.

While making the risk purchase the purchasing officer may exercise his own discretion and if possible resort to limited bid system issuing short term notice irrespective of the valuation of the bid. In all cases, where order are cancelled due to non supply of goods, it will be treated as a breach of the contract and the purchasing officer shall take action accordingly.

Note: It is clarified that purchasing officer may resort to risk purchase without granting any extension as provided in earlier condition.

- (vii) When the contractor is unable to complete the supply within the specified or extended period, the Head, Department of Computer Science shall be entitled to forfeit the earnest money/security money in full or any part as he may deem fit, if no risk purchase have been made as provided above.

When the earnest money/security money in full part is proposed to be forfeited, a show cause notice will be given to the contractor to show cause within 10 days for not making the supplies in time and why the earnest money/security money in full or in part set should not be forfeited.

- 16.(i) The quantities for the various items in the bid are approximate and the subject to variation. The supplies will have to be made according to requirements as and when orders are placed throughout the contract period.
- (ii) If order are placed in excess of the quantities shown in the bid form, the contractor will be bound to meet the required excess supply upto 25% of the bided quantity besides that notified in the bid, on the same rates and conditions. If the contractor fails to do so the purchasing officer shall be free to arrange for the balance supply by re-BID or otherwise and the extra cost incurred, shall be recoverable from the defaulting contractor. If the contractor fails to pay it within one month of the demand, the recovery shall be made under the Rajasthan



Public Demand Recovery Act., 1952 or any other law for the time being in force.

- (iii) If the purchases of the items approved are not made at all or purchases are made less than the quantity indicated in the bid the bidder will not be entitled to any claim or compensation whatsoever on his account.
- 17.(i) All articles supplied shall strictly conform to the specification laid down in the bid form. The decision of the purchasing officer /central stores purchase committee whether the articles supplied conform to the specification and are in accordance with the bid shall be final and binding on the contractor.
- (ii) The contractor for the supply can be repudiated at any time by the Head, Department of Computer Science, if the supplies are not made to his satisfaction after giving an opportunity to the contractor of being heard and the reason of repudiation shall be recorded by the Head, Department of Computer Science.
18. Any increase in excise duty or other similar tax if imposed by the central or state government after due date of bid will be paid extra. Similarly any reduction in them after the due date will be paid less to the contractor.
19. Remittance charges on payment made to the firms will be borne by the firms or the contractor.
20. Bidders are requested to send with their bids printed descriptive literature, catalogue, photo literature of the articles if any for convincing about the quality and usage of the articles but direct/indirect canvassing on the part of Bidders or their representatives after the submission of the bid shall disqualify their bids.
21. The Head, Department of Computer Science reserves the right to accept any bid not necessary to lowest, reject any bid without assigning any reason and accept any bid for all or any one or more items or the articles for which bid has been given.
22. It is made clear that bid must be submitted accurately in accordance with the condition of the bid and the necessary documents must be invariably be enclosed where demanded. In the event of non-submission of these essential documents, the bid shall not be considered and shall be treated as rejected without notice or any reference.

The following documents when furnished must hold good for the entire period of the bid, failing which these will be considered as invalid documents:-

- (a) Documents to prove the capacity of the Bidder as: manager/proprietor/partner/managing partner/director/secretary/sole distributor/manufacture.
- (b) Documents to prove the bid as registered with the director general of supplies & disposals, New Delhi or national small scale industries corporation.
- (c) Sales tax & income tax clearance certificates.

All documents be submitted in original or copies of the original documents can be acceptable only if these are attested by the "notary public" or "Govt. gazetted officers." Self attested or unattested copies of such documents will not be considered valid.

23. The Bidder should not quote their own conditions while submitting the bids. Any counter condition or counter proposals submitted by the Bidder will not be considered at all. If the Bidder imposes condition which are in addition to or in conflicting with the conditions mentioned herein, his bid is liable to summary rejection. The firms intending to get their counter or extra conditions accepted should not submit bid at all. In other words, the firm who agrees to the contents of all the conditions of the bid, need to submit the bid and when once the bid is submitted it will be considered that the Bidder agrees to all the terms and the conditions of the bid.
24. Legal proceedings, if any, arising out of this bid shall have to be lodged in courts situated in Udaipur and not elsewhere.



25. Bidder are expected to satisfy themselves that they will be able to supply the articles quoted by them in full in all circumstances, in case their bids are accepted. No plea that the manufacturer has either stopped the manufacturing or has increased the prices or that the items is not being imported due to certain difficulties, will be considered. The successful Bidder will be bound to supply the ordered articles in all circumstances and on the approved rates only.
26. Bid must be submitted on the appropriate bid forms only which can be obtained on payment basis from the Head, Department of Computer Science, MLSU, Udaipur) as specified in the beginning of this document. The bid form can also be downloaded from the University web-site and appropriate bid form fee should be paid. The cost of bid forms will not be returned in any case. The whole set of bid form should be submitted after quoting the prices of each items in the space provided. No items should be left blank, if the Bidder does not wish quote for some items, words :NO QUOTATION" against such items should be mentioned. Bidder should keep one copy of the bid form, out of the two supplied to him as his office copy.
27. Where a particular make or size is stated in the bid form no alternative should be suggested which will be ignored and the Bidder shall be assumed to have quoted for the items and their specification mentioned in the bid form.
28. Separate covering letter or communication should be sent for separate category of the bids (a to c in present bid) and bids should be submitted separately for each category. Bids received in mixed with more than one category may not be considered.
29. The decision of the Head, Department of Computer Science, MLSU, Udaipur) in all matters to the bid will be final and binding upon the Bidders.
30. No, sooner the Bidders are informed of the acceptance of the bid than the approved bidder shall have to deposit the security money at the rate of 5% of the total value of the quality of the articles mentioned in the bid. No extra amount of security money shall be demanded from the bidder for such approved articles below Rs.50,000/-.

The earnest money deposited at the time of submission of bid will be automatically converted into security money and if the amount of security is more than the earnest money deposited than the remaining amount of security money will have to be remitted by the contractor. Similarly if the amount of security money comes less then the earnest money deposited, then the required security money be kept and the rest may be refunded.

31. The Bidder shall on intimation of acceptance of the bid form the Head, Department of Computer Science College of Science, M.L. Sukhadia University, Udaipur 313001, Rajasthan shall submit an agreement bond on non-judicial stamp of Rs.500/-for prompt supplies, within period specified in the letter and also deposit the amount of security money if required under above terms and condition along with the agreement bond failing which the earnest money deposited with the bid will be forfeited.

I/We certify that I/We have read the general terms and conditions of the bid and that I/We agree to confine to these conditions.

SIGNATURE OF AUTHORISED SIGNATORY
RUBBER STEM OF THE FIRM



A. TERMS AND CONDITIONS

1. Pre-condition for applying

In case of a company, Registration certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.

In case of society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.

In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm.

Any other equivalent document in case of any other registered entity.

GST Registration Certificate in the name of the Bidder.

2. **EMD** of Rs. 12000/- (Twelve Thousand only) payable through Demand Draft/ Banker's cheque only drawn in favour of "Head, Department of Computer Science, MLSU, Udaipur must be submitted to the Head, Department of Computer Science, MLSU, Udaipur on or before last date of bid submission without which the quotations will not be considered. The scanned copy of EMD should also be uploaded with other documents.

3. Performance Security

The successful bidder will be required to provide a Performance Security Deposit of Rs. 30000/- (Rupees Thirty Thousand Only) payable through Demand Draft/ Banker's cheque or Bank Guarantee from any of the Commercial Banks only upon award of the contract. The same will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees.

4. **Forfeiture of EMD/Bid security-** The EMD/Bid security taken from the bidder shall be forfeited in following cases:
- i.** When the bidder withdraw or modifies his bid proposals after of RTPP Rules
 - ii.** When the bidder does not execute the agreement in accordance of RTPP Rules provisions after placement of order within specify time.
 - iii.** When the bidder fails to commence the supply of goods and services as per purchase/work order/ latter of award within the time prescribed.



- iv.** When the bidder does not deposit the security money after the work order is placed.
- v.** To against any dues against the firm from any other contract with MLSU, Udaipur
- vi.** When the successful bidder fails to complete the services satisfactorily within the time specified.
- vii.** If the successful bidder breaches any provision of code of integrity prescribed for bidders is RTPP Act and chapter VI of the rules.

5. **Technical Bid Format & Content**

The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.

6. The prospective bidders are requested to go through the Terms and Conditions of the contract carefully. The bid documents (Technical and Financial) are to be uploaded as per Annexure II & III. The rates quoted in the BOQ should be inclusive of all charges such as labor, transportation, storage etc. but exclusive of applicable taxes. Incomplete or ambiguous uploaded bids without documentary proof will not be considered.

7. **Duration of Assignment**

The Contract will be awarded for a period of one year which can be extended further subject to satisfactory performance of the contractor.

8. The University reserves the right to award the contract to the tenderer quoting L-I rates for the complete setup.
9. The University reserves the right to accept or reject any or part of the items found inferior in quality of workmanship or/and the quality of materials/goods.

10. **Liquidity Damages provisions**

Under no circumstances shall the successful firm appoint any sub-contractor or sub-lease the contract. If the tenderer fails to deliver the goods within the period specified in the tender form, the Purchasing Officer may at his discretion, allow the extension of time subject to recovery from the tenderer as agreed, liquidated damages and not by way of penalty a sum equal to the following percentage of the value of stores which the tenderer has failed to supply for a period of delay as stated below :-

- (a) Delay up to one fourth period of the prescribed delivery period : 2½ %
- (b) Delay exceeding on one fourth but not exceeding half of the prescribed delivery period : 5 %
- (c) Delay exceeding half but not exceeding three fourth of the



**DEPARTMENT OF COMPUTER SCIENCE
VIGYAN BHAWAN, BLOCK-A
MOHANLAL SUKHADIA UNIVERSITY
UDAIPUR (Raj.) 313 001**

prescribed delivery period : 7½ %

- (d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period : 10 %

Any liquidity damages would be deducted from the due payment.

11. Earlier EMD (if lying with University) will not be adjusted against the current bid.

12. **Format and Signing of Bid:**

- a. The bid forms/templates/annexure etc. wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization as per Annexure-E.
- b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the e-proc portal in respective file/ format.

13. **Bid opening/Opening of Tenders:**

- a. The Bid Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.
- b. The Technical Bids shall be opened online through e-procurement portal. Bidder may access the document online.
- c. All the bids uploaded up to specified date and time shall be opened online, on date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present as per procedure laid down in RTPP Rules 2013. Alternatively, the bidders may also view the bid opening status/ process online at eProc website.
- d. All the documents comprising of technical bid/cover shall be opened ONLINE on the eProc website (only for the bidders who have submitted the prescribed fee(s) physically to Head, Department of Computer Science, Mohan lal Sukhadia University, Udaipur.

14. **Evaluation of Technical Bid**

1. The evaluation shall be completed by the Bid Evaluation Committee as early as possible after opening of technical bids.



2. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification.”
3. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be eligible for financial bid opening.
4. The firms qualifying in technical evaluation will be informed.
5. The bid evaluation committee shall have full powers to undertake negotiations if any.
6. Tendering authority’s Right to accept/Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

15. Evaluation of Financial Bids

1. The Financial bids/cover or bidders who qualify in technical evaluation shall be opened ONLINE at the notified time, date and place in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/process online on e-proc website.
2. The process of opening of financial bids/covers shall be similar to that of technical bids.
3. Acceptance of the Tender/Bid:
 - a. The tendering authority shall award the Contract to the bidder whose proposal/bid has been determined to be the lowest value bid.
 - b. As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder asking to execute an agreement.
 - c. The acceptance of an offer is complete as soon as the letter of communication is posted to the last notified address/correct address of the bidder(s).
 - d. The acceptance of the bid shall also be placed on website of www.mlsu.ac.in.
16. In case the rates quoted by the tenderers are very high or do not suit to the University the negotiation may be undertaken for reducing the quoted rates.
17. Approved tenderer will have to execute an agreement in prescribed format on a non-judicial stamp of Rs. 500/- at his own cost **within 10 days from** receipt of the order along with security money.



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18. The University shall accept the supplies F.O.R. Departmental Store situated at Udaipur only. Under no circumstances the University will bear the loss due to damage/breakage of articles in the transit., in case of outsider supplier The cost of the damage/broken articles would be deducted from the bill.
19. The ordered items will have to be supplied **within 10 days**, from the date of order, failing which Risk Purchase will be made and difference amount will be deducted from the Security money.
20. In case of any difference of opinion between the purchaser and the supplier about terms & conditions, the decision of the Head, Department of Computer Science will be final.
21. The successful bidder shall have to deposit performance security 5% of the tender value in the form of DD/Bank Guarantee in favour of Head, Department of Computer Science, MLSU, Udaipur.
22. The ordered items supplied by the firm should be of best quality and a strict view will be taken if it is found defective at any stage during or after the delivery. In case of such lapses, the University reserves the right of taking any action including termination of the contract without assigning any reasons whatsoever. The University also reserves the right of imposing financial penalties for any losses caused to the University including loss of time.
23. In case the contractor fails to cope with the workload or does not supply quality goods or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination summarily, without assigning any reasons thereof and the security deposit and payment due to the firm if any, shall also be forfeited. The University is free to entrust the job to any other firm/party at the risk and expenses of the defaulting contractor. In this connection, decision of the University shall be final and binding on the contractor.
24. It will be the responsibility of the contractor to obtain delivery reports from the officer/section/ unit concerned in which the items are delivered. In the absence of delivery reports, no payments will be released.
25. Tenderers may please quote their unconditional rates. The price quoted at the time of submission of tender should remain valid for 90 days from the date of tender opening and the rates finalized on the basis of these prices shall remain in force during the currency of the contract which will normally be for a period of one year. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract.



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26. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender letter. The University reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
27. If any of the bidders have any objection with regard to the terms and conditions of the tender, the same may be pointed out **within 10 days of** the issue of the tender documents, before opening of tender.
28. The earnest money shall be returned to the successful bidder only after receipt of performance security and will not carry any interest.
29. No advance payment shall be made for the services. The payment will be released through RTGS only.
30. The job carried out shall be to the satisfaction of the University else no payment will be made. Further, depending upon the severity of negligence, this University reserves the right to blacklist and debar the agency. The decision of the competent authority of the University shall be final and binding on the firm/agency.
31. Rates shall remain fixed and valid during the period of contract. TDS/GST and any other Government levies applicable on bill as per the instructions issued by the Government time to time shall be deducted. The contracting firm is required to provide the items in the premises of Mohanlal Sukhadia University, Udaipur as per order and no transportation charges will be paid.
32. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
33. Legal proceeding, if any, arising out of this tender shall have to be lodged in courts situated in Udaipur and not elsewhere.
34. The technical specifications mentioned in this tender are the minimum acceptable specifications. Bidders may offer higher/better specifications but not the lower ones. It must be duly supported with the original technical literature for examination by the committee; else the bid will be rejected.



35. Further, the acceptable makes have been indicated against each system in the technical specifications. The bidder must clearly mention selected make and model in the technical bid. Unapproved makes will not be considered.
36. Certificate of willingness to demonstrate bided hardware/software duly integrated at buyer's premises for the technical evaluation within 3-4 days of opening of the technical bids.
37. Similar work experience of minimum Rs. 30 Lac of work completed with any State/Central Govt. Organization/Educational Institute must be attached for considering technical competence of the bidder.

38. **NEGOTIATIONS:**

- a) Negotiations may be conducted with the lowest bidder only. In case of non-satisfactory achievement of rates from lowest bidder, Head, Department of Computer Science MLSU, Udaipur may choose to make a written counter offer to the lowest bidder and if this is not accepted, Head, Department of Computer Science MLSU, Udaipur may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.
- b) In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.
- c) In case of negotiations, representative of the bidder attending negotiations must possess written authority from the bidder to the effect that he competent to modify/amend the submitted tender deviations and rates offered by them.
- d) In the event the Head, Department of Computer Science, MLSU does not find the lowest quoted rate acceptable to it, then the tender will be scrapped and may be re-invited, or MLSU may take any other suitable action as deemed fit looking to exigency of the work.

39. **Disqualification**

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:



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- i. Has not submitted the bid in accordance with the bidding document.
 - ii. Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, EMD or the Bidder's authorization certificate.
 - iii. Has imposed conditions in his bid.
 - iv. During validity of the bid or its extended period, if any, increases his quoted prices.
 - v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - vi. Has failed to provide clarifications related thereto, when sought.
 - vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
 - viii. Is found of canvassing, influencing or attempting to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
40. Provision of Rajasthan Transparency in Public Procurement Act 2013 (Act No.21 of 2012) Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.



B. Technical Specification of Product

S. No.	Items	Quantity (app.)
1	FIREWALL FOR UNIVERSITY NETWORK AGAINST BUYBACK OF EXISTING Cyberoam CR 500iNG having equivalent or enhanced support – 36 months	01

**Head, Department of Computer Science
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR**

I/we hereby declare that I/we read carefully all the above mentioned Special Terms & Conditions and I/we hereby agree to accept conditions.

Place :
Date :

**SIGNATURE OF THE TENDERER
(With seal)**



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TECHNICAL BID FORM

To be submitted with enclosures. Technical bid without document to support the claim by the bidder will be rejected. Please number all documents and enter page number of documents.

S.No.	Particular	Document to be uploaded/ Compliance in Yes/No
1	Name of the Bidder	
2	Address of the bidder for correspondence	
3	Name of contact person with Mobile number and E-mail address	
4	Earnest Money Deposit in favor of Head, Department of Computer Science, MLSU, Udaipur	Tender fee Rs. : DDNo. Processing Fee: Rs. : DD No. EMD: Rs. : DD No.
5	Registration number & date of establishment of the firm copy of registration should be attached as a proof.	Enclosure Page No.
6	Whether your firm has been blacklisted by any Government/PSU/Board/University. Submit an undertaking	Enclosure Page No.
7	Annual Reports / Balance Sheet and Trading and P & L Account of the Bidder for the last Financial Year clearly mentioning the revenues and net worth of the Bidder for the year. Turn over should not less 6 lac in one of the year, dully certified by the C.A.	Enclosure Page No.
8	Copy of GST Registration	Enclosure Page No.
9	Work order of the University/Govt. institutions/Educational Institution for supplies.	Enclosure Page No.
10	Firm should have registered office in Rajasthan.	Enclosure Page No.
11	OEM should have support centre in India	Enclosure Page No.
12	The bidder should provide undertaking for supply of items as per specification given under Scope of work "B"	Enclosure Page No.
13	The Firewall should be hardware based, reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems. The Proposed Appliance Vendor should be in the Leaders' Quadrant of 2018 Gartner Magic Quadrant for Unified Threat Management and recommended in 2019 NSS Labs report for NGFW Security Value Map.	
14	Appliance should have ICSA or Checkmark certification for Firewall module.	
15	The proposed solution should support high availability Active-Active and Active-Passive mode	
16	Should have Minimum of 8 x 1G RJ-45 and 2 x 10G SFP+ interfaces and should have option to addports if required in future.	
17	Minimum firewall throughput of 40Gbps	



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18	Minimum NGFW throughput of 6Gbps	
19	Minimum concurrent sessions 20 Million	
20	Minimum new connections per second 200,000 or above	
21	Should have internal SSD/HDD based storage.	
22	Appliance should be rack mountable.	
23	The proposed system should have identity awareness mechanism	
24	The proposed system should support integration for Authentication via: Active Directory/RADIUS/Internal Database	
25	The solution should have diagnostic capabilities	
26	The solution should have the feature to get real time updates of ever evolving and new URLs for web filtering signatures	
27	Should support 802.3ad interface link aggregation	
28	The solution should be able to provide HTTP and HTTPS scanning/ inspection	
29	The solution should be able to enable safe internet use while protecting against threats and malware. The solution must incorporate Advanced Threat Prevention capabilities.	
30	The solution should support intrusion attack signature and should support automatic updates directly over the internet for the newly discovered attacks.	
31	The solution should be able to enforce security policies with granular control and visibility.	
32	The solution should be able to detect and block network traffic attempting to contact command and control servers.	
33	The solution should support Stateful inspection	
34	The solution should be able to provide comprehensive protection for mails and should come with advanced anti-spam protection.	
35	The solution should support Port Forwarding.	
36	The solution should support industry standards VPNs such as IPSEC and SSL VPN.	
37	Solution should provide a HTTP/ HTTPS/ SSH/ Telnet, GUI based management console for managing and configuring various components of the appliance.	
38	Subscriptions/Services for 3 years required to achieve above mentioned features such as Anti-Virus, DLP, IPS, Application Control, URL Filtering, ATP, Traffic Shaping, Anti-Spam, Identity Awareness; 24x7 Support via Telephone & Email from OEM; OEM MAF is mandatory.	
39	Solution may have multiple hardware's, all the hardware's quoted by bidder should belong to single OEM, Hardware warranty & RMA with Advanced Exchange from OEM should be bided for a period of 3 years. Warranty and Support will be counted from the	



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	date of activation.	
40	Solution must be able to easily migrate existing user base along with current policies.	

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 form and understood them.

Date :

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



Instructions for Online Bid submission

Instructions to the Bidders to submit the bids online through the -----Procurement Portal for e Procurement at 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 selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 10) From my tender folder, he selects the tender to view all the details indicated.
- 11) 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.



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- 12) 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, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 17) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 18) 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.
- 19) 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.



- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.



Annexure-IV

TENDER ACCEPTANCE LETTER

The Head, Department of Computer Science,
Mohanlal Sukhadia University,
Udaipur (Rajasthan).

SUB:- Acceptance of Terms & Conditions of Tender.

REF:-

Name of Tender/work:- Award of contract for supply of items to the MohanLal Sukhadia University,
Udaipur

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned “Tender/work” for the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page no. ____ to ____ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totally/entirely.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature of the Bidder, with Official Seal)



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.

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:

Signature of bidder

Place:

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 thereof 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)



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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.