



Mohanlal Sukhadia University, Udaipur
University Computer Center

NOTICE INVITING E-BID No.MLSU/UCC/RUSA/2020/04Dated-03.12.2020

Bidding Document

For Procurement of

“Supply Installation & Commissioning of Server”

Single Stage Online Bid under Two Cover
Systems

Last Date for Bid Submission is 24.12.2020

Bidding Document

Procurement of Goods:

Single Stage Online Bid under Two Cover Systems

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TABLE OF IMPORTANT DATES FOR BID

S.No.	Event	Scheduled Date & Time
1.	Publication of Notice Inviting E-Bids	03.12.2020
2.	Downloading of Bid Documents from Website/Portal	04.12.2020, 9.00 AM
3.	Website for downloading Bid Documents	https://eproc.rajasthan.gov.in
4.	Bid Document Submission Start	04.12.2020, 9:00 AM
5.	The deadline for downloading the Bid Documents	24.12.2020, 05:00 PM
6.	Deadline for Bid Submission	24.12.2020, 5:00 PM
7.	Deadline for receipt of DD towards Bid Fee, Processing Fee and Bid Security/ Bid Securing Declaration	26.12.2020, 1:00 PM
8.	Pre Bid Conference	14.12.2020, 12:00 PM
9.	Technical Bid Opening	26.12.2020, 02:00 PM
10.	Financial Bid Opening	To be announced immediately after technical evaluation of Bids

University Computer Center Mohanlal Sukhadia University, Udaipur

No. MLSU/UCC/RUSA/2020/04 Dated-03.12.2020

NOTICE INVITING E-BIDS No. MLSU/UCC/RUSA/2020/04 Dated-03.12.2020

1. Single stage online unconditional Bids under Two-Cover system (Technical and Financial) are invited for the procurement of “*Supply, Installation & Commissioning Of Server* ” as listed below, from manufacturers/ authorized distributors/ authorized dealers **up to 5:00 PM of dated 24.12.2020**. Bidders can participate in the online bid process from 04.12.2020, 09:00 AM onward after registering on the website <https://eproc.rajasthan.gov.in>.

S. No.	Description	App.Cost (in Lacs)	EMD (Rs)	Tender fee (Rs.)
1	SUPPLY, INSTALLATION AND COMMISSIONING OF SERVER	40,00,000/-	40,000/-	Bid Fee - 1000/- RISL Processing Fee – 500/-

2. The complete Bidding Document including the conditions of contract, evaluation and qualification criteria and procedure, bidding forms, specifications etc. can be seen at and downloaded from the website <https://eproc.rajasthan.gov.in> or the official web site of the University www.mlsu.ac.in up to **05:00 PM on 24.12.2020**
3. For participation in the online Bid process, Bidder must procure a Digital Signature Certificate (DSC) (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, Safe crypt, Ncode etc. Bidders who already have a valid DSC need not procure a new DSC. Also the bidder must register on <https://eproc.rajasthan.gov.in>. Bidders already registered need not do so.
4. Bidders are advised to refer ‘Bidders Manual Kit’ available at E-procurement website for further details of the e-tendering process.

5. **The Bid is for a Rate Contract. The rate contract shall be entered, for price without a commitment for quantity of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.**
6. Rate contracts may be entered with more than one bidder as parallel rate contracts in the order of their standing in final evaluation, by giving them counter offer of prices of the lowest or most advantageous bidder, in order to secure prompt delivery of goods or services or execution of works, if the quantity of the subject matter of procurement required is beyond the capacity of the lowest bidder or the subject matter of procurement is of critical or vital nature.
7. The evaluation criteria have been specified in the Bid documents under Section-III.
8. DD for Bid fee (Rs. 1000/-) and Bid Security/ Bid Securing Declaration (as applicable according to the bidden items) payable at Udaipur in favor of *Director, University Computer Center, MLSU* and RISL Bid processing fees of Rs. 500/- in favour of *MD RISL, Jaipur* payable at Jaipur (*Managing Director, Raj Comp Info Services Ltd.*) in form of Demand Draft/ Banker's Cheque from a scheduled commercial bank must be submitted in person or through post and the same **should reach to the concerned Officers latest by 26.12.2020, 1:00 PM and the scanned copies of these instruments should be uploaded with the Technical Bids form.**
9. The Bidders shall upload the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc. in the Technical Bid file.
10. Technical Bid form duly signed on all pages and serially numbered accompanied with scanned copy of the instrument(s) for the Bid Fee and Bid Security(or Bid Securing Declaration as applicable), RISL Processing Fee, and Technical Bid as well as the Technical Bid submission form in one file; and Financial Bid submission sheet as well as the Financial Bid in another file shall be uploaded in the cover content of 'TECHNICAL BID' and 'FINANCIAL BID' respectively in electronic format up to **05:00 PM of 24.12.2020** on <https://eproc.rajasthan.gov.in>.
11. Bids uploaded after the specified time and date shall not be accepted.

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12. The Bids shall be **opened at 2.00 PM on 26.12.2020** in the presence of the Bidders or their representatives who wish to be present in **University Computer Center, Vigyan Bhawan Block-A , Mohanlal Sukhadia University, Udaipur.**
13. The Procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
14. The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.
15. Other terms and conditions lay down under the RTPP Act, 2012 and RTPP Rules, 2013 as amended and mentioned in the Bid documents shall be applicable.
16. Any dispute arising there out of this Bid shall fall under the jurisdictions of courts of law at Udaipur.
17. The delivery of the tendered item as per enclosed technical specifications shall be made strictly within **Six Weeks** from the date of issue of Purchase Order.
18. If the Bidders fails to deliver the goods within the period specified in the bidding document/purchase order, the purchase officer shall make following deductions (or as per latest cost orders in this regard)- {RTPP Act, 2012 and RTPP Rules, 2013}
 - (a) Delay upto 1/4th of the time period of supply:2.5%
 - (b) Delay ¹/₄th and above but less than 1/2 of supply period:5%
 - (c) Delay 1/2 and above but less than 3/4th of the supply period:7.5%
 - (d) Delay more than 3/4th of the time period of supply:10%
 - (e) If the delay is more than 15 days from the period of supply mentioned in the order, department/purchasing officer may deduct amount after evaluating loss due to the delay.

Director
University Computer Center
Vigyan Bhawan Block-A
MLSU, Udaipur, (Raj.)

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(Abridged Form of Notice Inviting E-Bids to be published in newspapers with UBN Nos.)

University Computer Center, Vigyan Bhawan Block A ,
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR
(No. MLSU/UCC/RUSA/2020/04 Dated-03.12.2020)

NOTICE INVITING E- BID No. MLSU/UCC/RUSA/2020/04 Dated-03.12.2020

Two (02) single stage online unconditional bids under two-cover system are invited for the procurement of “**Supply, Installation & Commissioning Of Server**” (Total estimated cost 40.00 lakhs) from manufacturers/ authorized distributors/ authorized dealers upto 05:00 PM of 24.12.2020.

Details of required number of items, estimated cost, specifications and other terms and conditions etc. may be seen in the Bidding Documents on the website <https://eproc.rajasthan.gov.in> or University website www.mlsu.ac.in.

NIB NO.

UBN No.

Director University Computer Center, Mohanlal Sukhadia University, Udaipur

Section I: Instructions to Bidders

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Instructions to Bidders (ITB)

(A) Special instructions: *The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act are in force for the Procuring Entities in the State. The said Act and Rules are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. The Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If any discrepancy between the provisions of the Act and the Rules and of this Bidding Document is found at any point of time, the provisions of the Act and the Rules shall prevail over the bidding document.*

(B) Instructions for online bid submission are detailed out in Appendix - A

(C) General Instructions

1. General Instructions			
1.1	Scope of Bid	1.1.1	In support of the Invitation to online Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity, as indicated in the BDS, issues this Bidding Document for the “Supply, Installation & Commissioning Of Server” and related services incidental thereto.
		1.1.2	Throughout this Bidding Document : i. The term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt; ii. If the context so requires, singular means plural and vice versa; and iii. “Day” means calendar day. iv. ‘Price Bid’, Price Schedule and ‘Financial Bid’ are one and the same.
1.2	Source of Funds	1.2.1	The expenditure will be met by budgetary funds for projects sanctioned to PIs from various departments of MLSU, Udaipur under RUSA 2.0.

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1.3	Code of Integrity	1.3.1	No person participating in a procurement process shall act in contravention of the code of integrity as per Section 11 of the Act and Rule 80 of the Rules. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules stated above and in this Clause in this Bid, in Form No. 7 specified in Section IV, Bidding Forms.
	Conflict of Interest	1.3.2	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document. The bidders must well acquaint themselves with the provisions of the Act & Rules in this regard and must act accordingly.
	Breach of Code of Integrity by the Bidder	1.3.3	Without prejudice to the provisions of the Bid, Act and Rules in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act and Rules.
1.4	Eligible Bidders	1.4.1	A Bidder may be a natural person, private entity, government-owned entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement.
		1.4.2	A Bidder, and all parties constituting the Bidder, shall have the nationality of India.
		1.4.3	A Bidder debarred under Section 46 of the Act shall not be eligible to participate in this procurement process.
		1.4.4	The Bidder must be manufacturer, or where permitted, authorized distributor, authorized dealer in the Goods and he shall furnish Manufacturer's Authorization letter preferably in the format specified under Section IV.
		1.4.5	<ul style="list-style-type: none"> i. Any change in the constitution of the firm etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relieve any former member of the firm etc., from any liability under the Contract. ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract.

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		1.4.6	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Entity.
		1.4.7	Each Bidder shall submit only one Bid
		1.4.8	No Bidder who is not registered under the GST in the State where his business is located shall bid. The GSTIN must be quoted, without which the Bid is liable to be rejected.
1.5	Eligible goods & services	1.5.1	As per technical specifications mentioned in the Technical Bid.
2. Contents of Bidding Document			
2.1	Sections of the Bidding Document	2.1.1	<p>The Bidding Document consists of Parts 1, 2, and 3 which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3.1 [Amendment of Bidding Document].</p> <p>Part 1: Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms</p> <p>Part 2: Contract Section V. Contract Forms 1. Agreement 2. Dispute Resolution Mechanism</p> <p>Part 3: Supply Requirements – As per order by Procuring Entity from time to time Section VI (a) Schedule of supply, installation/ commissioning, mandatory operation and maintenance, training etc. (b) Specifications/ conformance to standards, designs and drawings etc.</p> <p>The Notice Inviting E-Bids issued by the Procuring Entity shall also be a part of the Bidding Document.</p>

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		2.1.2	<p>i. The complete Bidding Document shall be uploaded on the University website and State Public E-Procurement Portal (https://eproc.rajasthan.gov.in) and shall be available for download till the given time one day prior to the date of opening of Bids. The prospective Bidders shall download the Bidding Document from the e-procurement portal or University website starting from the date and time given in the Notice Inviting E-Bids.</p> <p>ii. The price of bid document i.e. Bid Fee, Bid Security and RISL Processing Fee shall be paid in person or by post through bank demand draft or banker's cheque of a Scheduled Bank in favor of the Officers and as per the date and time specified in the Notice Inviting E-Bid.</p>
		2.1.3	The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if these are not downloaded correctly from the Procuring Entity's website/ e-procurement website.
		2.1.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
2.2	Clarification of Bidding Document and Pre-Bid Conference	2.2.1	A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS and E-mail id uni.cc@mlsu.ac.in . The Procuring Entity will respond in writing to any request for clarification within two days, provided that such request is received no later than 05 (five) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids].
		2.2.2	Pre-Bid Conference can be held as per requirement, information for which would be given separately.

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2.3	Amendment of Bidding Document	2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the e-procurement website and University website for prospective bidders to download.
		2.3.2	At any time prior to the deadline for uploading the Bids, the Procuring Entity, <i>sue motto</i> , may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		2.3.3	The Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITBSub-Clause4.2 [Deadline for Submission of Bids] with intimation to Bidders.
3. Preparation of Bids			
3.1	Cost of Bidding	3.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		3.1.2	<p>The Bidder shall furnish the attested copies of following documents with its Bid:</p> <ul style="list-style-type: none"> i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favor of the partner signing the Bid, authorizing him to represent all partners of the firm. ii. GSTIN issued by the competent authority and Permanent Account Number (PAN) issued by Income-Tax Department. iii. Address of residence and office, telephone numbers e- mail address, if any in case of sole Proprietorship. <p>Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favor of the</p>

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			person signing the Bid.
3.2	Language of Bid	3.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in English , in which case, for purposes of interpretation of the Bid, such translation shall govern.
3.3	Documents Comprising the Bid	3.3.1	The Bid shall comprise of two bids to be uploaded simultaneously, Technical Bid and the Financial or Price Bid in respective files.
		3.3.2	The Technical Bid shall contain the following : i. Technical Bid Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV, Bidding Forms; ii. Proof of payment of price of Bidding Document and Bid Security, in accordance with ITB Clause3.13; iii. Written confirmation authorizing the signatory of the Bid to commit the Bid by the competent authority; iv. Documentary evidence in accordance with ITB Clause3.8 establishing the Bidder's eligibility to bid; v. Documentary evidence in accordance with ITB Clauses 3.10, that the Goods and Related Services conform to the Bidding Document; vi. Documentary evidence in accordance with ITB Clause3.11 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;

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			<p>vii. Details of the specifications, installation, testing, commissioning and performance requirements are to be submitted. For installation and commissioning the Bidder should confirm the availability of qualified and experienced technical personnel as required;</p> <p>viii. Drawings/ designs in support of the Goods to be supplied;</p> <p>ix. Any other document required in the BDS; and</p> <p>x. Any other document considered necessary by the bidder to strengthen the Bid submitted</p>
		3.3.3	<p>The Financial Bid shall contain the following:</p> <p>i. Financial Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.6 and 3.7;</p> <p>ii. Any other document, if required, in the BDS.</p>
3.4	Bid Submission Sheets and Price Schedules	3.4.1	<p>The Bidder shall upload the Technical Bid using the Technical Bid Submission Sheet and Financial Bid using the Financial Bid Submission Sheet as provided in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in indelible ink or typed with the information requested.</p>
		3.4.2	<p>The Bidder shall upload as part of the Financial Bid, the Price Schedules for Goods and Related Services using the BOQ (.xls format) available with the E-Bid at https://eproc.rajasthan.gov.in (sample format given at Form No. 5 provided in Section IV, Bidding Forms)</p>
3.5	Alternative Bids	3.5.1	<p>Alternative Bids shall not be considered.</p>
3.6	Bid Prices and Discounts	3.6.1	<p>The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules (BOQ) shall conform to the requirements specified in following Sub-Clauses:</p>

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		3.6.2	All items in the Schedule of Supply must be specified/ listed and priced separately in the Price Schedules.
		3.6.3	The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Discounts shall be shown separately.
		3.6.4	The Bidder shall quote any unconditional discounts and the methodology for their application in the Financial Bid Submission Sheet.
		3.6.5	<p>i. Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated.</p> <p>ii. This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered.</p> <p>iii. The total price shall be FOR at the concerned Departments of MLSU, Udaipur excluding GST @5%.</p>
		3.6.6	Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account.
		3.6.7	Prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB Clause 3.6.4, provided the Bids for all lots are submitted and opened at the same time.
		3.6.8	All rates quoted must be FOR destination and should include all incidental charges including 5% GST which should be shown separately. No carriage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.
3.7	Currencies of	3.7.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in

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	Bid		Indian Rupees only.
3.8	Documents Establishing the Eligibility of the Bidder	3.8.1	To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms]
3.9	Documents Establishing the Eligibility of the Goods and Related Services	3.9.1	The Goods and Services shall be as per specifications given in the Technical Bid.
3.10	Documents, tests, samples and trials establishing the conformity of the goods and related services to the bidding document	3.10.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Section V, Schedule of Supply and any amendment thereof issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].
		3.10.2	The documentary evidence may be in the form of literature, design/drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions to the provisions of Section V [Schedule of Supply].
		3.10.3	Standards for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Supply, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The

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			Bidder may offer other standards of better quality, brand names, and/ or catalogue numbers, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
3.11	Documents Establishing the Qualifications of the Bidder	3.11.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Section III [Evaluation and Qualification Criteria].
3.12	Period of Validity of Bids	3.12.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
3.13	Bid Security	3.13.1	The Bidder shall furnish a Bid Security in original form and in the amount and currency specified in the BDS.
		3.13.2	Bid Security shall be 1% of the estimated value of subject matter of procurement put to bid.
		3.13.3	The Bid Security shall be given in the form of banker's cheque or bank demand draft in specified format, of a Scheduled Bank in India and shall be submitted to the Procuring Entity in person or by post latest by 1:00 PM of 26.12.2020. Cheque shall not be accepted in any case.
		3.13.4	In lieu of Bid Security, a Bid Securing Declaration shall be submitted by the Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government to the Procuring Entity in person or by post latest by 1:00 PM of 26.12.2020.
		3.13.5	Scanned copy of the Bid Security instrument or Bid Securing Declaration (as applicable) shall necessarily be

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			uploaded with the Technical Bid failing which it shall be liable to be rejected.
		3.13.6	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
		3.13.7	The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
		3.13.8	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder pursuant to ITB Clause 6.5 [Performance Security].
		3.13.9	The bank guarantee presented as Bid Security shall be confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be credit worthy.
		3.13.10	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder pursuant to ITB Clause 6.5 [Performance Security].
		3.13.11	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely: <ul style="list-style-type: none"> i. When the Bidder withdraws or modifies his Bid after opening of Bids; or ii. When the Bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time after issue of letter of acceptance/ placement of supply order; or

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			<ul style="list-style-type: none"> iii. When the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or iv. When the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.5 [Performance Security] in the specified time period after the supply / work order is placed; or v. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules and ITB Clause 1.3; or vi. If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5. [Correction of Arithmetical Errors].
		3.13.12	In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.
3.14	Format and Signing of Bid	3.14.1	The Bidder shall prepare one Technical Bid and one Financial Bid as described in ITB Clause 3.3 and each clearly marked as “TECHNICAL BID” and “FINANCIAL BID” on the respective files. <u>All pages shall be serially numbered.</u>
		3.14.2	The original Bids shall be typed or written in indelible ink and it's all pages shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid.
		3.14.3	Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.
4. Submission and Opening of Bids			

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4.1	Marking and Uploading of Bids	4.1.1	Bidders shall submit their Bids ONLINE only.
		4.1.2	The Bidder shall upload the Technical Bid along with Technical Bid Checklist Form including enclosures, other documents and Technical Bid Submission Sheet (Form No. 1, 2 & 3) under the cover of ‘Technical Bid’; and the Financial Bid along with Financial Bid Submission Sheet (Form No. 4 & 5) under the cover of ‘Financial Bid’.
4.2	Deadline for Uploading the Bids	4.2.1	Bids shall be uploaded upto the time and date specified in the Notice Inviting E-Bids or an extension issued thereof.
4.3	Late Bids	4.3.1	The Procuring Entity shall not consider any Bid that is uploaded after the deadline for submission of Bids, in accordance with ITB Clause 4.2.1. Such Bids shall be declared late and shall be rejected.
4.4	Withdrawal of the Bids	4.4.1	A Bidder may withdraw its Bid Proposal ONLINE prior to the opening of the Bid.
		4.4.2	Bid Proposals that are withdrawn ONLINE in accordance with ITB Sub- Clause 4.4.1 [Withdrawal of Bids] shall not be considered.
		4.4.3	No Bid shall be withdrawn in the interval between the opening of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.12. [Period of Validity of Bids] or any extension thereof.
4.5	Bid Opening	4.5.1	The person receiving the Bid Fee and Bid Security shall handover the same to the Convener of the Bids Opening Committee and obtain his signature in the Bids receipt register.
		4.5.2	The Bids Opening Committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

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		4.5.3	First, notices marked as ‘WITHDRAWAL’ shall be opened, listed and read out, and the corresponding Technical Bid shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Bid shall be opened.
		4.5.4	<p>The Bids shall be opened by the Bids Opening Committee. The Bids opening procedure as specified on the State e-Procurement Portal shall be followed.</p> <p>The Technical Bids shall be opened online through e-procurement portal.</p> <p>All the bids uploaded upto specified date and time (only for bidders who have submitted the prescribed fees physically to the Procurement Entity) shall be opened ONLINE in the presence of the Bidders or their authorized representatives who choose to be present as per procedure under the Act and Rules. In view of prevalent COVID circumstances the bidders may alternatively choose to witness the electronic bid opening procedure online at eProc website.</p> <p>The Financial Bids will remain unopened until the time of opening of the Technical Bids. The date, time, and place of the opening of Financial Bids will be advised in writing by the Procuring Entity.</p>
		4.5.5	The Bids Opening Committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same as per procedure under the Act and Rules.
		4.5.6	<p>All the Technical Bids/ Proposals shall be opened one at a time, read out and recorded-</p> <ul style="list-style-type: none"> i. The name of the Bidder; ii. Whether proof of providing Bid Security or Bid Securing

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			<p>Declaration, if required, payment of price of the Bidding Document, user charges or processing fee, where applicable, and other Certificates etc. have been enclosed;</p> <p>iii. Any other details as the Bids Opening Committee may consider appropriate.</p> <p>After all the Bids have been opened, they shall be initialed and dated on the first page and other important papers of the each Bid by the members of the Bids Opening Committee.</p>
		4.5.7	<p>Only Technical Bids which are read out and recorded at the bid opening shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids and Bids not accompanied with the proof of payment or instrument of the required price of Bidding Document, processing fee or user charges (in case of e-procurement) and Bid Security.</p>
		4.5.8	<p>The Bids Opening Committee shall prepare a record of opening of Technical Bids as per procedure under the Act and Rules.</p>
		4.5.9	<p>After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Entity. Bidders shall be given reasonable notice of the date of opening of Financial Bids.</p>
		4.5.10	<p>The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document and return their Financial Bids unopened after signing of the Contract agreement with the successful bidder.</p>

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		4.5.11	The Procuring Entity shall conduct the opening of Financial Bids of all Bidders who have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity. Alternatively, the bidders may also view the financial bid opening status/process online on eProc website.
		4.5.12	All the Financial Bids/cover or bidders shall be opened ONLINE. The process of opening of Financial Bids/covers shall be similar to that of Technical Bids. After all the Bids have been opened, they shall be initialed and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the Committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids Opening Committee. The Bids shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall also be signed to make it clear that such alteration etc. were existing in the Bid at the time of opening.
		4.5.13	The Bids Opening Committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal the Bid Price (per lot, if applicable), any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids Opening Committee shall also sign the record with date.
5 Evaluation and Comparison of Bids			
5.1	Confidentiality	5.1.1	Information relating to the examination, evaluation, comparison and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to

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			Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		5.1.2	Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
		5.1.3	Notwithstanding ITB Sub-Clause 5.1.2[Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
		5.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality may impose condition for protecting confidentiality of such information.
5.2	Clarification of Technical or Financial Bids	5.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid Evaluation Committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The Committee's request for clarification and the response of the Bidder shall be in writing.
		5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid Evaluation Committee shall not be considered.
		5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid Evaluation Committee in the evaluation of the Financial

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			Bids.
		5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
5.3	Deviations, Reservations and Omissions in Technical or Financial Bids	5.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: i. “Deviation” is a departure from the requirements specified in the Bidding Document; ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document ; and iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
5.4	Nonmaterial Nonconformities in Technical or Financial Bids	5.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that does not constitute a material deviation, reservation or omission.
5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids in accordance with the Rule No. 64 of the Rules.
		5.5.2	If the 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.
5.6	Preliminary Examination of Technical or Financial Bids	5.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine

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			the completeness of each document submitted.
		5.6.2	<p>The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided :</p> <ul style="list-style-type: none"> i Bid is signed, as per the requirements listed in the Bidding Document; ii Bid has been sealed as per instructions provided in the Bidding Document; iii Bid is valid for the period, specified in the Bidding Document; iv Bid is accompanied by Bid Security or Bid Securing Declaration; v Bid is unconditional and the Bidder has agreed to give the required Performance Security; vi. Bid is submitted in the required Bidding Forms as per Section IV [Bidding Forms]; vii. Price Schedules in the Financial Bid are in accordance with ITB Clauses 3.4 [Bid Submission Sheets and Price Schedules], and ITB Clause 3.6 [Bid Prices and Discounts] and where permitted, Alternative Bids in terms of ITB Clause 3.5 [Alternative Bids]; viii. Written confirmation of authorisation to commit the Bidder; ix. Manufacturer’s Authorisation letter x. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; xi. Other requirements, as specified in the Bidding Document are fulfilled.

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		5.6.3	Tabulation of Technical bids shall be done as per Rule No. 57.
		5.6.4	Tabulation of Financial bids shall be done as per Rule No. 58.
5.7	Responsiveness of Technical or Financial Bids	5.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Clause 3.3 [Documents Comprising the Bid].
		5.7.2	<p>A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:</p> <p>(a) if accepted, would-</p> <ol style="list-style-type: none"> i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in SectionV, Schedule of Supply; or ii. limit in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or <p>(b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>
		5.7.3	The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Schedule of Supply have been met without any material deviation or reservation.

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		5.7.4	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
5.8	Examination of Terms and Conditions of the Technical or Financial Bids	5.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
		5.8.2	The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and 3.10 [Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document], to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document], have been met without any material deviation or reservation.
5.9	Evaluation of Qualification of Bidders in Technical Bids	5.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.11 [Documents Establishing the Qualifications of the Bidder], and in accordance with the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.
5.10	Purchase and Quality Preference	5.10.1	Purchase preference as per State Government policy and quality preference to meet the requirement of the quality and standard of research work under the Project shall be given.
5.11	Evaluation of Financial Bids	5.11.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.

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		5.11.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
		5.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: i. The Bid Price quoted in the Financial Bid; ii. Price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5. [Correction of Arithmetical Errors]; iii. Price adjustment due to discounts offered, if permitted, in accordance with ITB Sub-Clause 3.6.4 [Bid Prices and Discounts];and iv. Price and/ or purchase preference in accordance with ITB Clause 5.10 [Price and/ or Purchase Preference] v. Price adjustment due to application of all the evaluation criteria specified in Section III [Evaluation and Qualification Criteria]. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified in Section III [Evaluation and Qualification Criteria].
		5.11.4	Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Section V [Schedule of Supply], including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
5.12	Comparison of Bids	5.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 5.11 [Evaluation of Financial Bids].
5.13	Post qualification of the Bidder	5.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.

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5.14	Negotiations	5.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		5.14.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. When the rates quoted vary considerably and considered much higher than the prevailing market rates.
		5.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.14.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Bid Evaluation Committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		5.14.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid Evaluation Committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		5.14.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid Evaluation Committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids 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 their initial standing in the bid evaluation till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		5.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

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5.15	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	5.15.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
6. Award of Contract			
6.1	Procuring Entity's Right to Vary Quantities	6.1.1	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 compensation except otherwise provided in the Conditions of Contract.
		6.1.2	Repeat order for additional quantities may be placed upto one year. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the Contract.
6.2	Dividing quantities among more than one Bidder at the time of award	6.2.1	All the quantities of the subject matter of procurement shall be procured from the Bidder whose Bid is accepted.
6.3	Acceptance of the successful Bid and award of contract	6.3.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		6.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		6.3.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.3.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Section III, Evaluation and Qualification Criteria and if the Bidder has

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			been determined to be qualified to perform the contract satisfactorily.
		6.3.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		6.3.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
6.4	Signing of Contract	6.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 07 days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
		6.4.2	If the Bidder whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		6.4.3	The Bid Security and samples, if any, of the Bidders who's Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
6.5	Performance Security	6.5.1	Performance Security shall be solicited from the successful Bidder except University the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The Procurement Entity may relax

			the provision of Performance Security in particular procurement. The Bidder should submit Agreement on non Judicial stamp of 0.25% of the order value.
		6.5.2	The amount of Performance Security shall be 5% of the amount of the supply order. In case of Small Scale Industries of Rajasthan it shall be 1% of the amount of quantity ordered for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees.
		6.5.3	Performance Security 5% of the Supply Order shall be furnished in form as decided by the Procuring Entity.
		6.5.5	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated qualified Bidder.
		6.5.6	The amount of Performance Security in full or part shall be forfeited in accordance with the Act and the Rules. In case of forfeiture of performance security, the decision of the Procuring Entity in this regard shall be final. Notice of reasonable time will be given.
7. Grievance Handling Procedure during Procurement Process (Appeals)			
7.1	Grievance handling procedure during procurement process	7.1.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix B to these ITB.

APPENDIX A
Instructions for Online Bid submission

- 1) The Bids shall be submitted online through the eProcurement Portal at www.eproc.rajasthan.gov.in
- 2) 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.
- 3) 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.
- 4) Bidder need to login to the site through their user ID/password chosen during enrollment/registration.
- 5) 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 / Smart Card, should be registered.
- 6) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 7) 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.
- 8) 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.
- 9) If there are any clarifications, this may be obtained online from Procuring Entity through e-mail at uni.cc@mlsu.ac.in Bidder should take into account the corrigendum published before submitting the bids online.
- 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.

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- 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) 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 Bid Fee/Bid Security as specified in the tender. The original should be posted/couriered/given in person to the Procuring Entity, 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 Bid Fee/Processing Fee/ Bid Security 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 have 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 any 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 shall submit the bids through online e-tendering system to the Procuring Entity (PE) well before the bid submission end date & time (as per Server System Clock). The PE 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 be 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.

Appendix B

Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

- (a) 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 there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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

- (b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- (c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties. If the Second Appellate Authority is unable to dispose of the appeal within the aforesaid period, he shall record reason for the same.

(2) 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 bidding 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.

(2) Form and procedure of filing an appeal

- (a) An appeal shall be in the annexed Form (*Annexure 1*) 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 authorized representative.

(3) 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.

(4) Procedure for disposal of appeals

- (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 inspection of documents and relevant records or copies

Annexure 1

[See Rule83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal NoofBefore the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer /authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

.....

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

.....

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....(Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

Section II: Bid Data Sheet

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1.	General Facts/Clarifications
ITB 1.1.1	The number of the Notice Inviting Bids is No. MLSU/UCC/RUSA/2020/04 Dated- 03.12.2020 The Procuring Entity is Director, University Computer Center, Mohanlal Sukhadia University, Udaipur
ITB 1.2.1	The expenditure on this subject matter of procurement will be met by budgetary funds for projects, RUSA 2.0 to PIs from various departments of Mohanlal Sukhadia University.
ITB 1.4.1	Joint Venture / Consortium will not be allowed.
ITB 1.5.5	The authorization from the Manufacturer of the Goods that the Bidder has been duly authorized to supply the Goods indicated in its Bid is required
2.	Bidding Document
ITB 2.1.3	The price of the Bidding Document is rupees 1000/-.
ITB 2.2.1	For clarification purposes only , the address of the Procuring Entity is: <i>Director, University Computer Center</i> , Mohanlal Sukhadia University, Udaipur – 313001 (Rajasthan) Mobile No. 0294-2471370 E- mail: uni.cc@mlsu.ac.in
ITB 2.2.2	Pre-Bid Conference can be held as per requirement, information for which would be given separately.
3.	Preparation of Bids
ITB 3.2.1	The language of the Bid is English .
ITB 3.3.1	The Bid shall comprise of one Technical Bid (Form No. 1 along with enclosures, Form No. 2 & 3 together), and one Financial Bid (Form No. 4 & 5).
ITB 3.3.2	The Bidder shall upload with its Technical Bid the following documents: Form No. 1 along with Annexure and Form No. 6 &7, and Form No. 2 & 3 all to be put in one cover.

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ITB 3.3.3	The Bidder shall upload with its Financial Bid the following documents: Form No. 4 & BOQ in excel format (Sample given in Form No. 5) in another cover.
ITB 3.5.1	Alternative Bid is not permitted
ITB 3.6.4	Discounts on award of combination of lots can be offered.
ITB 3.6.5	Prices quoted shall be individual item-wise. This shall not in any way limit the Procuring Entity's to contract on any combination of the items. The total price quoted shall be F.O.R. at concerned Department of Mohanlal Sukhadia University, Udaipur excluding GST.
ITB 3.6.6	The prices quoted shall be fixed during the period of Rate Contract.
ITB 3.7.1	The currency of the Bid shall be Indian Rupees.
ITB 3.13	The Bid validity period shall be up to one year. Bid Security is required. The Bid Security shall be 1 % of the estimated cost for every individually which can be clubbed for the items being quoted for Bid Security purpose.
ITB 3.14.1	In addition to the original Bid no additional copy is required.
ITB 3.14.2	The written confirmation of Authorization shall be signed on the letter head of the bidder etc.
4.	Submission and Opening of Bids
ITB 4.1.1	For Bid Fee and Bid Security submission purposes only , the address of the Procuring Entity is: <i>Director, University Computer Center, Mohanlal Sukhadia University, Udaipur – 313001 (Rajasthan)</i> Mobile No. 0294-2471370 E- mail: uni.cc@mlsu.ac.in
ITB 4.2.1	The deadline for downloading the hard copy of the NIB is 24.12.2020, 05:00PM . The deadline for Bid Submission is 24.12.2020, 05:00 PM
ITB 4.5.1	The Bid Opening shall take place in

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	University Computer Science, Vigyan Bhawan Block-A Mohanlal Sukhadia University, Udaipur (Raj)
5.	Evaluation and Comparison of Bids
ITB 5.10.1	The purchase preference and the quality and standard preference shall be given to meet the quality and standards of the research work.
6.	Award of Contract
ITB 6.2.1	Whether the quantity of individual items can be divided among more than one bidders at the price and conditions of the lowest evaluated Bid: Yes
ITB 6.4.1	The period for signing the contract agreement from the receipt of Letter of Intent (LOI) is 10 days.
ITB 6.5.2	The Performance Security shall be 5% of the Supply Order (including taxes) and shall be furnished by the time as decided by the Procuring Entity.
7.	Grievance handling procedure during Procurement Process
ITB 7.1.1	(a) The Designation and complete Address of First Appellate Authority: The Registrar, Mohanlal Sukhadia University, Udaipur (b) The Designation and complete Address of Second Appellate Authority: The Vice-Chancellor, Mohanlal Sukhadia University, Udaipur

Section III: Evaluation and Qualification Criteria

1. Experience

The bidder must have completed at least two successful orders of Government departments/ Autonomous Bodies in previous three years (Proof shall be attached with Form No. 1), an experience certificate/certificates shall be attached with the Bid. Average turnover should be equal to or Greater than **Tender value** for preceding three years, duly certified by C.A.

Bidder should submit the work-order of the Govt./Semi-Govt./University of which value should be equal to or Greater than **Tender value**.

2. Operating and Maintenance Costs

The Operating and Maintenance costs (O&M) need to be taken into account for bid evaluation purposes when such costs over the life cycle of the Goods represent an important cost in relation to the capital or investment cost of the Goods.

3. Quality preference to meet the quality and standard of the proposed research work.

4. Whether Bidder is a manufacturing company with wide networking

5. Declaration Regarding Qualifications under Section 7 and Code of Integrity under Section 11 of the Act (Form No. 7)

6. Full fillment of other technical requirements

- (1) PAN No.
- (2) Company Registration Certificate
- (3) Firm Registration Certificate
- (4) GST Registration Certificate
- (5) Bid Fee payment
- (6) Processing Fee payment
- (7) Bid Security payment
- (8) Authorization letter (Form No. 6)
- (9) Submission Sheet for Technical Bid (Form No. 2)
- (10) Technical Bid (Form No. 3)
- (11) Submission Sheet for Financial Bid (Form No. 4)
- (12) Price Bid / Financial BID (BOQ in given excel file)

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FORM NO. 1
TECHNICAL BID FORM
To be filled up by Bidders

SECTION 1: INFORMATION				Yes	No
1	Name of the Supply	:			
2	Name, Address, Mobile No. and E- mail ID of the Bidder	:			
3	Title of the Company	:			
4	Category (Individual/ State/ Autonomous)	:			
5	PAN No.	:			
6	Model & Make of the Good bidded	:			
SECTION 2: ELIGIBILITY CHECKLIST					
1	A. Whether Manufacturing company? (Attach Proof) Or B. Manufacturer's Authorization Certificate (Form No. 6 to be attached)	:			
2	Firm Registration Certificate No. (Certificate to be attached)	:			
3	Power of Attorney for Authorization to commit the Bid (To be attached)				

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4	GST Certificate No. (Certificate to be attached)	:			
5	PAN No. (to be attached)	:			
6	Experience Certificate & Turnover Proofs (to be attached)	:			
7	Details of Bid Price instrument (copy to be attached)	:	Amount: DD/ Banker's Cheque No: Drawee Bank: Date:		
8	Details of Bid Security instrument (copy to be attached)	:	Amount: DD/ Banker's Cheque No: Drawee Bank: Date:		
9	Details of Processing Fee instrument (copy to be attached)	:	Amount: DD/ Banker's Cheque No: Drawee Bank: Date:		
10	Declaration under Section 7 and 11 of the Act (Form No. 7) to be attached	:	(Yes/No)		
11	Submission Sheet for Technical Bid (Form No. 2) to be submitted	:	(Yes/No)		
12	Technical Bid to be submitted (Form No. 3)	:	(Yes/No)		
13	Other relevant documents to be attached as as per ITB clause 3.3.2		1. 2. 3.		

Self-Attestation

I,.....S/O.....

Resident of.....

Agedyears do hereby solemnly declare that the facts furnished and the documents attached are genuine documents and true and correct. No fact/ document is either concealed or misrepresented to the best of my knowledge and belief.

Date:

Place:

Signature of Bidder

(With Seal)

Form No. 2
Technical Bid Submission Sheet

Date:

NIBNo.:.....

To: *Director, University Computer Center, Mohanlal Sukhadia University, Udaipur - 313001*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document.
- (b) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:

.....
- (c) **Our Bid shall be valid for a period upto one year** from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to deposit a Performance Security which is *05 (five)* percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities of India or other the eligible countries;
- (f) We are not participating, as Bidder with more than one Bid for supply of the same subject Goods in this bidding process.
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- (h) We understand that this Bid together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal Contract is prepared and executed;

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- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them.
- (k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (l) Other comments, if any:

Name:

In the capacity of:.....

Signature:.....

Date:

Duly authorized to sign the Bid for and on behalf of:

Complete Address:

E-mail: Mobile.....

Phone No. (O).....

FORM NO. 3
TECHNICAL BID

To: Director, University Computer Center, Mohanlal Sukhadia University, Udaipur - 313001

Name of Supply: **“Supply, Installation & Commissioning Of Server”** as per specifications given below.

Name of Supplier:
 (The **Bidder must write Yes/No against each specification** of the equipment. Any deviation may be mentioned explicitly)

S. No.	Item & Specification	Compliance (Yes/No)	Quantity	Deviation, if any
	Server			
	<p>Specification</p> <ul style="list-style-type: none"> • 1 Xeon Gold 6258R 2.7GHz,(4.0GHz Turbo, 28C, 10.4GT/s 3UPI, 38.5MB Cache,HT (205W) • DDR4-2933 2nd) • 1 Boot drive or storage volume is greater than 2TB (select when 3TB/4TB HDD is ordered) • 1 Precision 7920 Tower Chassis (BC_PCIe) CL • 1 Bezel ODD Slim, 7920 Tower • 1 128GB (2x64GB) DDR4 3200MHz RDIMM ECC Memory • 7 No Hard Drive • 1 Internal PCIe SSD (Ultra-Speed Drive) • 3 2.5" 1.8TB 10K SAS 12Gbps AG-Enterprise Hard Drive • 1 M.2 1TB PCIe NVMe Class 40 Solid State Drive • 1 Mega RAID SAS 9440-8i 12Gb/s PCIe SATA/SAS controller - SW RAID 0, 1,5,10 • 1 Cable 4 HDD for LSI 9440_9460 			

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	<ul style="list-style-type: none"> • 1 Single Processor Air Heatpipe • 1 Single Processor Air Heatpipe (2nd) • 1 8x DVD+/-RW 9.5mm Optical Disk Drive • 1 System Power Cord (India) • 1 No Accessories • 1 NVIDIA Quadro P1000, 4GB, 4 mDP to DP adapter 7X20T • 1 Ultra-Speed Drive Duo PCIe SSD x8 Card, • 2 No Driver • 1 No Additional Network Card Selected (Integrated NIC included) • 2 CPU clip, assemble CPU with heatsink • 1 MS116 Wired Mouse Black • 1 Wired Keyboard KB216 Black (English) • 1 No Backup and Recovery software • 1 RAID 5 for SATA HDD • 2 Not selected in this configuration Software • 1 Ubuntu Linux 18.04 • 1 OS-Windows Media Not Included • 1 No Out-of-Band Systems Management • 1 No Optimizer 		
--	---	--	--

Note: This is the minimum required specification. Party may quote for the higher specification

Name:

In the capacity of

Signature:..... Date:

Duly authorized to sign the Bid for and on behalf of:

Complete Address:

E-mail: Mobile.....

Phone No. (O).....

FORM NO. 4

Financial/ Price Bid Submission Sheet

Date:

NIB No.:.....

To: *Director, University Computer Center, Mohanlal Sukhadia University, Udaipur - 313001*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as per purchase orders the following Goods and Services:
.....
- (c) The total price of our Bid, excluding GST @ 5 % and excluding any discounts offered, if permitted in item (d) below is:.....
- (d) The discounts offered, if permitted and the methodology for their application are:
.....
- (e) We understand that this Bid together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal Contract is prepared and executed;
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) Other comments, if any:

Name:

In the capacity of:

Signature:.....Date:.....

Duly authorized to sign the Bid for and on behalf of:

Complete Address:

E-mail: Mobile.....Phone No. (O).....

FORM NO. 5

SAMPLE FORMAT OF BOQ (FINANCIAL BID)

IMPORTANT: Bidders are requested to Bid their rates in [BOQ_xx.xls](#) available with E-tender at eproc.rajasthan.gov.in

Tender Inviting Authority: *Director, University Computer Center, Mohanlal Sukhadia University, Udaipur – 313001*

Name of Work: **“Supply, Installation & Commissioning of Server” as per specifications given in the Technical Bid**

Contract No: **MLSU/UCC/RUSA/2020/04Dated-03.12.2020**

Name of the Bidder/ Bidding Firm/ Company:

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Value only)

S. No	Item Description	Quantity	Units	Basic Rate in figures to be entered by the Bidder Rs. P	Total Amount with all Taxes in Rs P	Total Amount in words
1	2	4	5	13	53	55
1	Server as per Technical Bid	4	nos			
Total in Figures						
Quoted Rate in words						

FORM NO. 6

Draft Manufacturer's Authorization Letter
(To be given on the letter head of the Manufacturer)

Date:

NIB No.:

To: *Director, University Computer Center, Mohanlal Sukhadia University, Udaipur – 313001*

WHEREAS, *we, who are official manufacturers of.....*
.....having factories at

do hereby authorizeto
submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to
provide the following Goods, manufactured by us and to subsequently negotiate and sign the
Contract:

(Name of Goods/ Items)

Whereby extend our full guarantee/ warranty in accordance of the General Instructions of
*Contract, with respect to the Goods offered by the above firm in reply to this Invitation for bids. *

Name:

In the capacity of:

.....

Signature:..... Date:.....

Duly authorized to sign the Authorization for and on behalf of manufacturer

.....

Manufacturer's Seal:

E-mail: Mobile..... Phone No. (O).....

FORM NO. 7

Declaration by the Bidder under Section 7 and 11 of the Act

In relation to our Bid submitted to *Director, University Computer Center, Mohanlal Sukhadia University, Udaipur* for procurement of[Insert name of the Goods] in response to their Notice Inviting Bids No.....dated whereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into 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 proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding

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Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address

Section V: Contract Forms

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AGREEMENT

An agreement made thisday of
between herein after
called as ‘the Supplier’), which expression shall, where the context so admits, be deemed to
include his heirs successors, executors and administrators of the one part and the *Director* ,
University Computer Center, Mohanlal Sukhadia University, Udaipur herein after called ‘the
Procuring Entity’ which expression shall, where the context so admits, be deemed to include his
successors in office and assigns, of the other part.

WHEREAS the Procuring Entity invites Bids for certain Goods and Related Services , viz.
.....
and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for
the sum of (Amount in figures and words) (Here
in after ‘the Contract Price’).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this
Agreement, viz.
 - (a) The Procuring Entity’s Notification to the Supplier of Award of Contract;
 - (b) The Bid Submission Sheet and the Price Schedule including negotiated price, if any,
submitted by the Supplier;
 - (c) The Special Conditions of the Contract;
 - (d) The General Conditions of Contract;
 - (e) The SCHEDULE OF Supply;
 - (f) Instructions to Bidders;
 - (g) The Notice Inviting Bids

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In the event of any discrepancy or inconsistency within the Contract, the documents shall prevail in the order listed above

3. In consideration to the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the Provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness 1

Signed by:

(for the Supplier)

Name

Designation.....

Address

.....

Witness 2

Signed by:

(for the Procuring Entity)

Name

Designation.....

Address

Appendix C

Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract.
- II. If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs.50000.00 and less than 01 (one) crore.

Dispute Resolution Mechanism will have the following Committee at the level of *The Registrar, Mohanlal Sukhadia University, Udaipur*.

Composition of the Dispute Resolution Committee

The Committee shall comprise of

1. The Registrar
 2. The Comptroller,
 3. Concerned Procuring Entity
 4. Representative of Law Department not below the rank of ALR or equivalent, and
 5. Principal Investigator of Project concerned (Member-Secretary)
- III. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated **at Udaipur, Rajasthan** and not elsewhere.
- IV. Procedure of reference to the Dispute Resolution Committee

The Supplier shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakhs, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the Procuring Entity.