



PRESCRIBED TENDER FORM FOR PROVIDING IT SERVICES ON JOB BASIS ON THE TERMS AND CONDITIONS UNDER TENDER-CODE AI/2017-18 IN REFERENCE TO TENDER NOTICE NO MLSU/E-TEN/AI/2017-18/264 DATED 05.07.2017

PRESCRIBED E-TENDER FORM

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

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COMPTROLLER
MLSU, Udaipur



No. MLSU/E-TENDER/AI/2017-18/264

Date: 05.07.2017

E-TENDER NOTICE

Sealed tenders under two bid system i.e. technical and financial bids are invited on or before **04.08.2017 at 2:00 PM**, from reputed firms having experience in providing various services on Job Basis for the following works under self sufficient scheme. Bidders can participate in the online bidding process by registering on website <http://eproc.rajasthan.gov.in> from 10.07.2017, details are also available on the university web site www.mlsu.ac.in

S. No.	Works	App. Cost (in Lakhs)	EMD (Rs)	Tender fee
1	Providing IT support services on job basis by deploying human resources	35.00	70,000/-	500/-
2	Providing other services on job basis	25.00	50,000/-	500/-

COMPROLLER

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 05.08.2017** its technical bid shall not be opened. The Demand Draft for bidding document fee and bid security should be drawn in favor of COMPROLLER, MLSU, payable at Udaipur where as the Demand Draft of Rs 1000/- 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.

COMPROLLER
M.L.S. University, Udaipur
(Ph. No. 0294-2470621)
E-mail compt@mlsu.ac.in



IMPORTANT DATES FOR THE TENDER

S. No.	Events	Date
1.	Date of Issue of Notice Inviting Tender (NIT)	06.07.2017
2	Start Date & Time for downloading of Tender documents	10.07.2017 at 10:00 am
3	Website for downloading Tender Documents	http://eproc.rajasthan.gov.in
4	Tender document submission start Date &Time	10.07.2017 at 11:00 am
5	Last Date & Time of downloading of Tender	04.08.2017 at 17:00 hrs.
6	Last Date & Time for online submission of Tender	04.08.2017 at 18:00 hrs.
7	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee and EMD	05.08.2017 at 14:00 hrs
8	Date &Time for online opening of Technical Bid	05.08.2017 at 15:00 hrs
9	Financial bid opening date & time	To be announced after evaluation of technical bids



SCOPE OF THE WORK

Details of the work

The selected bidder will have to station requisite manpower to deliver following services to Mohanlal Sukhadia University

1. IT support Services of Software/Programming

Providing software support by providing services of a qualified programmer of the agency to Develop application Program, Database Management, Data Validation, providing Data Security and other IT implementation for helping day to day operation of examination/secrecy or any other department/unit section in handling one or more of the following work. Required to sign an agreement for maintaining strict confidentiality of data with the university. Required to prepare Daily work report.

WORK DETAIL (One or more task to be carried out as assigned by the Incharge from time to time	
Developing IT applications as per requirement of the section	
To Impart Training in Computer Software/Programming in Laboratory by giving practical/skill training of 10 hrs/week as per time table allotted and maintaining the Computer Laboratory /smart class room equipments etc.	
To manage Database and security of data	
Data validation	
Daily Backup of data & software	
Supervise Data entry work/data validation work etc.	
Checking Examination related data /results etc for errors	
Exception Removal in the result processing work	
Validating printed TR/Roll list/Marksheets through random check with Database and certifying Results	
Supervise all IT related work	
Preparing Daily Work report	
Any other work assigned	

2. IT Support Services of Information Assistance

Operating Computer System, carrying out various data validation work, checking documents and carrying out low volume Data entry work from various documents and checking entered data with the primary sources to remove data entry mistakes to ensure 100% correct soft data..Required to carry out one or more of the following work required to prepare daily report

WORK DETAIL		
Operation of various application software and making necessary entries.	Updating Web site information	Operation of single window grievance software, attending students and maintaining records
All type of Data entry work without errors	Updation work of Tables/databases entering data	Scanning documents and keeping records of hard copy of the documents



Solving Exceptions and Grievances by checking primary source and database	Checking Documents /printed data, comparing data	Application solve (RL cases, Registration issues, Absent issues etc. of examination
Operating computerized dispatch	Collecting information from Internet as per requirement	Work as Computer Lab Assistance in the Training Lab/Computer Lab
Work processing work	MS Excel work	Printing work
Any other IT related work including maintaining and operating IT equipments/ smart room equipments	Preparing Daily work report	

3. IT Support Services of Student Counseling and Office Automation Work

To provide IT support services to provide information to the students, operate help desk of Grievance Cell, supervise various work and to carry out one or more of the following work .
 Required to prepare daily report

WORK DETAIL
<p>To provide counseling work to students who seek help regarding their problems To operate help desk by registering Complains received from various colleges To carry out supervisory assistance to the Officers of the University in examination related work To carry out office automation work as per direction of the Incharge/officers To co-ordinate various work as per direction of the Officer/Incharge To provide information to Call Centre help desk Tele callers and counselors from various documents, notifications etc. To supervise work of various staff and update the Incharge To send e-mail, pass messages through phone, SMS etc. To collect information from websites In the case of counseling work in courses, carry out the work related to student information, monitor attendance, monitor progress of classes held and any other work assigned by course director To maintain grievance register To monitor and follow up grievances Attend students and others by giving information through Enquiry counter Handle official files Word Processing work Document Scanning . Drafting letters in English /content writing in English as per requirement Operate Internet and Intranet sites as per requirement</p>



4: Support services of Attendant cum Assistance in the Computer Lab/Office by providing one or more of the following services. Person deployed must have capability to identify various computer and office equipments

WORK DETAIL

Attending office and equipments in computer Lab/Office	Cleaning and sweeping office	Physical work involved moving equipments and furniture
Going to different places to collect or handover documents	Daily routine operation i.e. fuel, hospitality of guests in meetings etc	Arrangement of packets and shifting.
Operating Diesel generator/UPS, checking batteries etc.	Packets Lifting, Shifting , Arrangement	Loading, Unloading Vehicles
Despatching Packet Preparation	Arranging Packets date wise, college wise	Photocopy work
Despatch/collection work	Any other work assigned	Required to prepare daily report

5. IT support services of Computer Hardware & Network Technical Assistance by providing one or more of the following services

- a. Providing technical assistance for computers installed in the university
- b. Providing Computer Hardware related assistance
- c. Maintaining Internet connections
- d. Providing software installations/operations related assistance
- e. Providing operations related assistance for new technological equipment like tablet PC, IPAD, Multimedia Projector, smart room equipments, Videoconference equipments etc.
- f. Trouble shooting with any IT related problems including computer network connectivity using wired and Wi-Fi
- g. Removal of viruses from computers
- h. Taking print out and printer operations
- i. Providing Assistance to check UPS battery life
- j. To operate Diesel generator
- k. To operate Biometric Attendance Unit installed.
- l. Any other Computer & network related work assigned



General Terms and conditions for providing IT services on Job Basis

1. Eligibility Criteria:

- 1.1 Online bid in conformity with the notice for inviting bid NIB are invited by the MLSU, Udaipur, from competent and qualified bidders for providing the services of service points on job basis.
- 1.2 The agencies should have: relevant valid Registration Certificate. including (A) registration with the Regional Labour Commissioner, (B) EPF Registration, (C) ESI Registration, (D) Service Tax Registration, (E) PAN Card, (F) up to-date (2016-17) Service Tax clearance Certificate and (G) have experience in a similar line of business for more than 3 years towards Providing the IT services on job base contract/ manpower supply.
- 1.3 The Bidder should have Average Annual Turnover not less than Rs. 25.00 Lacs. (Twenty five lacs) in preceding three financial years.

2. Pre-condition for applying

- 2.1 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.
- 2.2 In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.
- 2.3 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.
- 2.4 Any other equivalent document in case of any other registered entity.
- 2.5 VAT Registration Certificate, Service Tax Registration Certificate in the name of the Bidder.

3. Preparation & Submission of Bid

- 3.1 The Tender/Bid document can be downloaded from the website of the University www.mlsu.ac.in / www.sppp.rajasthan.gov.in / <http://eproc.rajasthan.gov.in>
- 3.2 The cost of Tender/Bid Document Rs. 500/- and EMD Rs. 70,000/- should be deposited by demand draft/Banker Cheque/BG drawn in favor of Comptroller, MLSU, Udaipur payable at Udaipur. And a Demand Draft/Banker's Cheque for Rs. 1,000/- should be drawn in the name of Managing Director, Raj-Comp Info Services Limited, Jaipur, payable at Jaipur for processing fee. All the three number Banker Cheque/ Demand Draft should be deposited physically in the office of the Comptroller, MLSU, Udaipur while submitting the e-bid.

4. Duration of Assignment:

- 4.1 The duration of the assignment will be One Year initially, which may be extended for one year as per rules and satisfactorily service subject to requirement of department and agreement of both parties.



5. Period of Validity of Bids:

5.1 Bids shall remain valid for the period of 90 days, as specified in NIB, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.

6. EMD

6.1 Every bidder, if not exempted, participating in the bidding process must furnish the required Earnest money deposit as specified in Notice Inviting Bid (NIB). The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. No interest will be paid on amount of EMD/ Performance Security.

7. Forfeiture of EMD/Bid performance security-

The EMD/Bid security taken from the bidder shall be forfeited in following cases:

- 7.1 When the bidder withdraws or modifies the offer after opening of tender/ bid but before acceptance of the tender/ bid;
- 7.2 When he does not execute the agreement, if any, prescribed within the specified time;
- 7.3 When he fails to commence the supply of the items as per purchase order within the time prescribed;
- 7.4 When the bidder does not deposit the security money after the purchase order is given.
- 7.5 When any terms and conditions of the contract is infringed;
- 7.6 When the bidder fails to make complete supply satisfactorily;

8. Technical and Financial Bid Format & Content

- 8.1 The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.
- 8.2 The Financial Bid shall be prepared using the standard Format FIN-1 provided with Bid.

9. Price Validity & Rate Escalation

The discount rates quoted by the agency shall be fixed for a period of two years and no request for any change/modification shall be entertained before expiry of the contract period. Escalation in rates request will not be accepted on any grounds during the period the contract is in force.

10. Deployment

The services on University and Colleges will have to be provided by the agency within 15 days from the award of contract.

11. Sub-contracting:

The successful bidder shall not assign, transfer, pledge or sub-let his contract or any substantial part thereof to any other agency.



12. Submission of Proposals

- 12.1 The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for Technical Proposals should be in the format of TECH-I.
- 12.2 The bidder should ensure that self-attested copies of all relevant documents required for Technical Bid have been uploaded on website all original documents/certificates/Licenses will be produced for verification at time of opening of Tech Bid if demanded.
- 12.3 Both the proposal (Financial and Technical) will be submitted electronically/ online through the website of state public procurement portal only within time frame for submission.
- 12.4 The Bidder or a person authorized by the Bidder shall sign all pages of bid documents. The authorization shall be in the form of a written power of attorney accompanying the Bid in prescribed format or in any other form demonstrating that the representative has been duly authorized to sign.
- 12.5 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

13. Format and Signing of Bid:

- 13.1 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.
- 13.2 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.
- 13.3 The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eproc portal in respective file/ format.

14. Confidentiality:

- 14.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- 14.2 Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- 14.3 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.



15. a) Opening Of Bid

Bid Opening/Opening of Tenders:

- 15.1 The Bid Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.
- 15.2 The Technical Bids shall be opened online through e-procurement portal. Bidder may access the document online.
- 15.3 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 RPPP Rules 2013. Alternatively, the bidders may also view the bid opening status/ process online at e-Proc website.
- 15.4 All the documents comprising of technical bid/ cover shall be opened ONLINE on the e-Proc website (only for the bidders who have submitted the prescribed fee(s) physically to Comptroller, MLSU, Udaipur (Here after referred as MLSU)

16. b) Evaluation of Technical Bid

- 16.1 The evaluation shall be completed by the Bid Evaluation Committee as early as possible after opening of technical bids.
- 16.2 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".
- 16.3 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.
- 16.4 The firms qualifying in technical evaluation will be informed.
- 16.5 The bid evaluation committee shall have full powers to undertake negotiations if any.
- 16.6 Tendering authority's Right to accept or 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.
- 16.7 Price / purchase preference in evaluation. - Price and / or purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

17. Evaluation of Financial Bids

- 17.1 The financial bids/ cover of 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.
- 17.2 The process of opening of financial bids/ covers shall be similar to that of technical bids.

17.3 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, www.spop.rajasthan.gov.in & <http://eoroc.rajasthan.gov.in>. General information to all.

18. Disqualification

- 18.1 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:
 - 18.2 Has not submitted the bid in accordance with the bidding document.
 - 18.3 Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, EMD or the Bidder's authorization certificate.
 - 18.4 Has imposed conditions in his bid.
 - 18.5 During validity of the bid or its extended period, if any, increases his quoted prices.
 - 18.6 Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - 18.7 Has failed to provide clarifications related thereto, when sought.
 - 18.8 Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
 - 18.9 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.

19. Agreement

- 19.1 The successful bidder will enter into an agreement with this office on non-judicial stamp paper of Rs.1000/- (Rupees One Thousand Only) within 15 days from the date of award of work order. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year commencing from the date of actual deployment of deliverables to MLSU and shall continue to be in force in the same manner, unless terminated in writing.
- 19.2 The agreement period of this tender is for one year. The contract agreement can be extended subject to satisfactory performance of the agency for further period.
- 19.3 The format of agreement in prescribed format which will be shared in due course of time. Until a formal contract is prepared and executed the letter of acceptance shall constitute a binding contract.

20. Performance Security, Penalty and Liquidity Damages

20.1 Performance Security Deposit

Performance security deposit shall be solicited from the successful bidder the amount of performance security deposit shall be 5% of the amount of the total contract value. The bidder shall deliver the performance security deposit to the MLSU within 15 days after award of the work order in the form of an account payee demand draft or banker's cheque of a scheduled bank in India / Bank Guarantee drawn in favor of "Comptroller, MLSU, Udaipur payable at



Udaipur. The submitted bank guarantee shall be got verified by issuing bank. Any recovery which not recouped from running bills shall be recovered from final settlement of PSD.

20.2 Liquidated Damages provision

Except as provided under terms of this document, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of Liquidated Damages in terms of this document, unless an extension of delivery period is agreed.

In case of extension in delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to supply.

- a) For delay up to 25% of the supply period, 2^{1/2} % of the value of the balance supply.
- b) For delay up to 50% of the stipulated supply period, 5 % of the value of the balance supply.
- c) For delay up to 75% of the stipulated supply period, 7^{1/2} % of the value of the balance supply.
- d) For delay up to 100% of the stipulated supply period, 10 % of the value of the balance supply.

COMPTROLLER
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

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

Place : _____

Date : _____

SIGNATURE OF THE TENDERER

With his Firm's Rubber Stamp



Special Terms and conditions for providing IT services on Job Basis

1. All service deliverables provided by service provider will be duly qualified and skilled in performing such services as per the eligibility criteria as required by this office from time to time.
2. The quantity of deliverables & services may be increased or decreased by the procurer during currency of the contract.
3. The deliverables provided by the Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the deliverables whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the deliverables provided are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such Deliverables who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect should be submitted in the form of an Affidavit.
4. There is no Master and Servant relationship between the employees of the service provider and this office.
5. The service provider's deliverables shall not claim any benefit/compensate/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
6. The service provider's deliverables shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential /secret nature.
7. The service provider's deliverables should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of deliverables provided by them. The agency shall be bound to prohibit and prevent any of their deliverables from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-incharge on any matter arising under the clause shall be final and binding on the agency.
8. That the deliverables engaged preferably not below the age of 20 years but in no case should be below 18 years.
9. The functional control over the deliverables provided by the Agency will rest with MLSU and the disciplinary/administrative/Technical control will be with the Agency.
10. This office may require the service provider to dismiss or remove from the work place, any deliverables, provided by the service provider, who may be incompetent or ineligible for his/her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its deliverable, if they are unacceptable



- to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
11. The service provider has to provide Photo Identity Cards to the deliverables provided by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
 12. The transportation, food, medical and other statutory requirements in respect of each deliverables of the service provider shall be the responsibility of the service provider'.
 13. Subject to terms of this document, no variation in or modification of the terms of contract shall be made except by written amendment.
 14. The service provider shall ensure proper conduct of his deliverables in office premises, and enforce prohibition of consumption of alcoholic drinks, P&tr, smoking and loitering without work
 15. The service provider shall provide uninterrupted services to University.
 16. The service provider shall be contactable at all times and messages sent by phone/email/ /fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
 17. This office shall not be liable for any loss, damage, theft, burglary or robbery of any deliverable belongings, equipment or vehicles of the deliverables of the service provider.
 18. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff provided by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
 19. The person deployed support services must be provided daily for hours during 9.30 am to 17:30 pm or revised designated time by DDO for 8 hrs daily for six days in a week during the prescribed time period except on Sundays/ National Holidays for which university/unit concerned has declared holiday. University holidays will only be applicable, if the office /place of work of the person remain closed as per instruction of the Incharge. However, the total Services provided in a month should not be less than 168 hrs in a month. The IT resources shall be required to complete the quantum of work in a month by working extra hours as per direction of the Unit Head/Incharge which must be reflected in the Biometric attendance and daily work report. If the total services provided is less than 168 hrs, amount proportional will be deducted from the total payment.
 20. The contractual so kept on job contract by service provider may be called on holidays, before/after normal office hours, if required for which they will not be paid any extra remuneration.
 21. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procurer in writing of the fact of the delay, it's likely duration and it's cause(s).



22. That if any amount is found payable by the bidders towards, wages, and statutory dues or in respect of any loss to this office property, the same shall be adjusted from the performance security deposit to the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
23. The procurer will not be responsible relating to employment statutory provisions and rules (as applicable) regulatory issues.

24. Payment Schedule

- 24.1 The payment will be made on monthly basis based upon acceptable deliverables as per actual deployment of service points after receipt of bill in duplicate duly certified by the officer with whom such contractual are attached that his services are satisfactory and attendance as per bill the bill preferred by service provider of service.
- 24.2 The service provider will submit the bill in duplicate in respect of a particular month in the first week of the succeeding month. The payment will be released within a month from the date of submission of claim, complete in all respects. Taxes, if any, shall be deducted at source as per the relevant Act'
- 24.3 The bidder shall make payment through Account payee Cheque/Banker Cheque/Demand Draft/ NEFT/RTGS only at the rate specified.
- 24.4 Penalty and LD, if any shall be deducted from the due payment as per RTPP act 2013.
- 24.5 That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 24.6 Change in the Applicable Law Related to Taxes and Duties : If, after the date of contract, there is any change in the Applicable Law with respect to existing or new taxes and duties which increases or decreases the cost incurred by the bidder in performing the services, then the Reimbursable Expenses otherwise payable to the bidder under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the contract price amount.
- 24.7 The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by the Department similarly the service tax will be borne by.
- 24.8 PF & ESI, if applicable, will be paid by bidder, which includes in the rates. The mandatory contribution towards PF & ESI as per Govt. rules will be paid. The proof of deposition (copy of Challan) of contribution will be compulsorily submitted in the following month; otherwise the contribution paid in previous month will be deducted from the running monthly bill.
- (a) Monthly invoice giving name, location, number of hours for which Services provided for the month with the Service taxes levied
- (b) Biometric attendance report proving minimum 168 hrs of services provided in a month



- (c) Monthly (Date wise) work report of the work carried out by the IT resources verified by the Incharge/Unit Head.

25. Replacement of Deliverables

- 25.1 Except as the bidder may otherwise agree in writing, no change shall be made in the Deliverables.
- 25.2 Notwithstanding the above, the substitution of deliverables during contract execution may be considered only based on the bidders written request and due to circumstances outside the Reasonable control of the bidder, including but not limited to death or medical incapacity. In Such case, the bidder shall forthwith provide as a replacement, a person of equivalent or Better Qualifications and experience.

26. Removable of Deliverables

- 26.1 If the procurer finds that any of the deliverables has committed serious misconduct or has been charged with having committed a criminal action, or shall the procurer determine the bidders deliverable have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the bidder shall, at the procurers written request, provide a replacement.
- 26.2 In the event that any of deliverable is found by the procurer to be incompetent or incapable in discharging assigned duties, the procurer, specifying the ground therefore, may request the bidder to provide a replacement.
- 26.3 Any replacement of the removed deliverables shall possess same or better qualification and experience and shall be acceptable to the procurer.
- 26.4 The bidder shall bear all costs arising out of or incidental to any removal and/or replacement of such deliverables.

27. Compliance with the code of integrity and no conflict of Interest: The bidder will follow the code of integrity and no conflict of Interest as mentioned rule 80 and 81 respectively of RTPP Rules-2013 in case of breach of any provision of the code of integrity by a bidder or a prospective bidder as the case may be, the MLSU may take appropriate action in accordance with the provisions of sub-section (3) of section I I and section 46 of RTPP Rules – 2013 and bidder should also follow the provision of minimum wage act prevailing in the state.

28. Grievance Redressed during the Procurement Process: 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, in accordance with the provisions of chapter III of the Act and Chapter VII of the Rules and as given in Appendix A of this bid.

29. Termination:

29.1 Termination for Default:

- a. The tender sanctioning authority of MLSU may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 30 days, sent to the supplier/selected bidder(s), terminate the contract in whole or in part: -



- i) If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MLSU; or
- ii) If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or If the supplier/ selected bidder (s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract'
- iii) If the supplier/ selected bidder commits breach of any condition of the contract.

29.2 If Comptroller terminates the contract in whole or in part, amount of PSD may be forfeited.

b. Termination for Convenience:

- i. Comptroller, by a written notice of at least 30 days sent to the supplier/ selected bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. No compensation shall be paid to bidder, if contract terminated before contract period.

30. Notwithstanding anything stated above, the provisions of RTPP rules 2013/ RSR/ GF & AR will be applicable with respective amendments made by Govt. of Rajasthan.

31. Any clarification regarding this tender document clauses may be obtained from the Comptroller, MLSU, Udaipur during office hours till seven days prior to opening date of technical bid.

32. Following deductions will be made for non-satisfactory services/loss to the university.

Nature of loss/on-satisfactory services	Amount to be deducted
Late reporting in a day/early leaving without informing/permitted by the Incharge and or not compensated by working minimum 168 hrs/month	Rs 100/- per hour
Shortage in minimum monthly services provided due to leave taken on emergency basis with permission of Unit head/ incharge	Rs 50/- per hour
Mistakes/lapses which causes loss of work /inconvenience to students/mistakes in data etc.	Rs 100/- per instance or as decided by a committee constituted to assess the loss
Loss to university property/equipment/ consumables etc. issued or in use by the IT resource for completing the specified task	As per actual value required to compensate the loss assessed by a committee to be recovered from approved agency from their security deposit/monthly payment /under public recovery act

33. Settlement of Disputes

General: If any dispute arises between the supplier/ selected bidder and Comptroller if any dispute arising out of contract shall be settled within jurisdiction of Udaipur procedurally during the execution of a contract that should be amicably settled by mutual discussions.



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However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by Comptroller. The supplier/ selected bidder will also be given an opportunity of being heard. The Comptroller, MLSU, Udaipur will take a decision on the representation and convey it in writing to the supplier/ selected bidder(s) which would be final and binding to all.

34. The bidder should pay minimum wages as quoted by bidder in the financial bid which should not be less than remuneration prescribed under the minimum wages Act of Govt. of Rajasthan.
35. The University will pay GST extra, if applicable.
36. Provisions of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) Rules 2013 Govt. of Rajasthan / GF& AR shall be applicable with regard to delay in supplies and other residue eventuates.

COMPTROLLER
MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

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

Place : _____

Date : _____

SIGNATURE OF THE TENDERER
With his Firm's Rubber Stamp



TECHNICAL PROPOSAL

	Parameters	Remarks	Document Required	Documents attached Yes/No	Enclosed at page No.
1	Whether bidder is incorporated & registered in India, under the Indian Companies Act or Limited Liability Partnership Act or in a Partnership firm and in operations in India for minimum of 3 years	Yes/No	In case of a company, Registration Certificate, Memorandum of Association (MOA) and Article of Association in case of partnership firm registration certificate power of attorney any other equivalent document in case of any other registered entity VAT/service Tax registration certificate in the name of bidder.	Yes/No	
2	The bidder is not blacklisted/debarred by any department / organization /Board/undertaking corporation of Central/State Govt.	Yes/No	A self-certified letter by the designated official of the responding Company Performa	Yes/No	
3	The Bidder should have average annual turnover not less than Rs. 25,00,000/- (Rupees Fifty Lacs) preceding three financial year.	Yes/No	CA certified copy of the audited profit and loss account/balance sheet of the last three financial years. In the absence of audited statements for the last year, provisional statements may be considered	Yes/No	
4	Experience in a similar line of business for more than three years towards providing the services on job base contract/man power supply.	Yes/No	Copy of the contract /client letter certified & self-attested.	Yes/No	
5	Whether the Bidder has submitted an undertaking to provide required number of resources as per qualification in case of its selection as service provider	Yes/No	Declaration duly signed by authorized signatory	Yes/No	
6	The bidder is attach to following:- a)Registration with regional labour commissioner. b)Service Tax Registration c) PAN card d) ESI registration e) EPF registration	Yes/No	Certified and self attested	Yes/No	
7	No. of Technical Staff available with the firm(Biodata of the staff should be attached as described in Scope of work: while finalizing the technical bid, the agency will be required to present their staff to the committee for acceptance test.	Yes/No			

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 in the tender, details of the work to be carried out and other details made available with this form and understood them.

Signature of the Authorized Signatory
Rubber Stamp of the firm



MINIMUM QUALIFICATION AND EXPERIENCE OF THE RESOURCES

Type of IT Services	Educational Background	Preferred Know how
Software Engineer/Programmer	MCA/M.Sc(IT) or B.E/ B.Tech in Computer Science/ IT with one year Experience	MS ACCESS &PHP/MYSQL Programming
Software Engineer/ Programmer for Training /Software Development	MCA/M.Sc(IT) with One Year experience in training/ Software Development	C,C++, Java programming Computer Algorithms
Librarian Service	Candidate must be B.Lib	Candidate must be B.Lib and having knowledge of MS office, Internet/Library Application software
Information Assistant	BCA or B.Tech in Computer Science/Engineering OR Graduate with PGDCA or equivalent from a recognized institution with two years experience in IT related work	MS Access , data validation and database queries, MS Excel, MS Word , Internet tools
Office Assistant with Computer Skill	Graduate with knowledge of Office related work of Educational Institutions College or university and Computer Skill	MS Excel, MS word Internet and Office related work
Student Counseling and Office Automation Assistance for examination/courses	A Post-Graduate in Computer / Management subjects preferably MBA /M.A. in Psychology with computer skill in Office automation software and one year experience in student counseling helpline related work	Good communication skill, Well acquainted with University Examination System, Good command in Modern Office related software
Computer Hardware & Network Technical Support Assistant	B. Tech or Post Graduate in Computer/IT ,or Graduate in Science with Diploma in Computer Hardware and Maintenance with at least one year experience in any computer Firm/Institution carrying out computer maintenance and Network related work OR Graduate with CCNA certificate	Computer Hardware of PC, Networking trouble shooting
Attendant/Assistant in the Office	Eighth class or above	Capable for Physical labour, acquaintance with computer and office equipments

The approved agency shall be required to pay minimum payment amount mentioned in the first column to the resources deployed in the University as the net monthly salary explicitly mentioning standard deductions and (total) pay, ESI, PF and taxes for minimum 168 hrs of services provided in the university in a month so that university is well aware that the employee deployed to provide specified job has been compensated by the employer and an agreement has been signed between the IT resource and



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his/her employer. An agreement signed between the IT resources and the Approved agency where the both parties agree to provide the requisite services to the satisfaction of the university and any lapses/loss to the university from the services provided must be compensated by the both parties.

The approved agency is expected to submit a financial bid which includes the monthly salary of the staff deployed in the University for 168 hrs of service in a month, ESI, PF contributions, taxes and charges for providing IT support services. The approved agency will be decided on the basis of the agencies satisfying eligibility conditions, valid technical bid with qualified IT support staff available with the firm and quoted minimum financial bid. It may be noted that a committee constituted for finalizing the tender may visit, if required, the premises of the approved agency to assess their capability to provide IT support services and qualified IT support staff available with the firm.

A copy of the agreement must be submitted to the University signed by the approved agency and the IT Resources deployed in the University agreeing both the agency and the IT resource deployed to provide services as per terms and conditions of the tender without any financial or service liability from the part of the university other than payment of monthly charges approved against this tender.

I/We hereby declare that I/We read carefully all the above mentioned Eligibility conditions and minimum payment to be made to the IT resources deployed in the University and I/We agree to these.

Dated:_____

**SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP**



TECHNICAL BID FORM

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

S.No.	Particulars	Information to be provided by the Bidder
1	Name of the agency/firm/company	
2	Complete address of the head office of firm and Telephone/ Mobile number/E-mail id/Fax No.	
3	Earnest Money Deposit in favour of Comptroller, MLSU, Udaipur	
4	Statutory details (Photocopies to be submitted): a) Registration number of the firm. b) Registration number issued by registrar of Companies (if any) c) PAN d) Service Tax – Registration number (GST)	
5	The average turnover of bidder company should Rs. 25.00 lacs annually for the last three financial years (Attach the copy of balance sheet.)	
6	Number of years experience in providing other services (Attach Work Order/ Certificate from CA)	
7	Give name of Institutions/ Govt. firms for which services provided (Enclose List with contact numbers of Incharges)	
8	PF & ESI registrations (attach proof)	
9	Whether your firm has been blacklisted by any Government/PSU/Board/University. Submit an undertaking	
10	Successful bidders of out side Udaipur should establish an office or his agency at Udaipur.	
11	No. of Technical Staff available with the firm (Biodata of the staff should be attached as per scope of the work	

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.

Signature of the Authorized Signatory
Rubber Stamp of the firm

Date:



FINANCIAL BID

Note: Rate should be quoted on e-procurement portal with financial bid.

S. No.	Item (To provide services as given in the work description and as per terms and conditions)	Remuneration per month (In Rs.) (Must be paid to the deliverables)	PF	ESI	Contractor Administrative /Service Charges	Total remuneration per month excluding GST if applicable
1	IT Support Services of Software /Programming by Deploying a qualified programmer on task basis to carry out tasks as per work description (Minimum 168 hrs services to be provided in a month)					
2	IT Support & Technical Services of Software/ Programming by Deploying a qualified programmer having minimum one year experience on task basis to carry out tasks as per work description (Minimum 168 hrs services to be provided in a month)					
3	IT Support Services of Information Assistance by deploying a qualified Information Assistant on task basis to carry out tasks as per work description (Minimum 168 hrs services to be provided in a month).					
4	IT Support Services of Office Assistance by deploying a qualified graduate and Computer Skill on task basis as per work description (Minimum 168 hrs services to be provided in a month)					
5	Student Counseling and Office Automation Assistance for examination/ courses by deploying a qualified person on task basis having minimum One year experience as per work description (Minimum 168 hrs services to be provided in a month)					
6	IT Technical Support Services of an attendant cum assistant on task basis as per work description (Minimum 168 hrs services to be					



	provided in a month)					
7	IT Technical Support services for Computer Hardware & Network Technical Support Assistant of computer on task basis as per work description (Minimum 168 hrs services to be provided in a month)					
8	Library Services Library Correspondence and Managing Library records/ Internet and web based Document Management/ operation of application software/Creation of the required database/ Acquiring of Books Journals, periodicals/ Accessioning, classification & Cataloguing work/ Membership to student & staff/ Issue, deposit of Books/ periodicals/ Providing No Dues/ Passing of the library bills & other library related works /Physically attending the students complaint immediately & other library related works assigned time to time.					

I have read all the terms and conditions of the tender, Scope of the work and other information provided in the Tender document. I hereby agree to abide by the same.

SIGNATURE
AUTHORISED SIGNATORY

Date:
RUBBER STAMP/SEAL OF THE FIRM



Instructions for Online Bid submission

Instructions to the Bidders to submit the bids online through the State Govt. 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 then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) It there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.



- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) The details of DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidders 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.
- 21) 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.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encrypted techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.
- 31) The bidder should upload the letter of Transmittal (on company letterhead) as per Performa enclosed.



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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

Annexure B : Declaration by the Bidder regarding Qualifications:-

Declaration by the Bidder

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



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

Date:
Place:

Signature of bidder
Name :
Designation :
Address :

Annexure C : Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

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



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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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



Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to vary Quantities

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

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

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