Request for Proposal (RFP)

E-tender for supply and installation of English Language Lab solution at SKNAU Campus, Jobner (Rajasthan).

Sri Karan Narendra Agriculture University, Jobner
Ph.: 01425-254022
www.sknau.ac.in
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<td>20) Limitation of Liability</td>
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<td>21) Force Majeure</td>
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<td>24) Exit Management</td>
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<table>
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1. GENERAL INSTRUCTIONS

**E-tender for supply and installation English Language Lab solution at SKNAU Campus, Jobner (Rajasthan).**

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<tr>
<th><strong>BID REFERENCE</strong></th>
<th>: NAHEP/22-23/</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DRAFT RFP PUBLISH DATE</strong></td>
<td>: Oct 19, 2022</td>
</tr>
<tr>
<td><strong>START DATE OF SUBMISSION OF BIDDING DOCUMENT</strong></td>
<td>: Oct 21, 2022</td>
</tr>
<tr>
<td><strong>LAST DATE FOR SUBMISSION OF BID OF PHYSICAL BID WITH EMD</strong></td>
<td>: Nov 05, 2022 (11:00 AM)</td>
</tr>
<tr>
<td><strong>LAST DATE FOR SUBMISSION OF ONLINE BID SUBMISSION</strong></td>
<td>: Nov 05, 2022 (10:00 AM)</td>
</tr>
<tr>
<td><strong>TIME &amp; DATE OF OPENING OF TECHNICAL BIDS</strong></td>
<td>: Nov 05, 2022 (2:00 PM)</td>
</tr>
<tr>
<td><strong>TIME &amp; DATE OF OPENING OF FINANCIAL BIDS</strong></td>
<td>: To be informed to technically qualified Bidders separately</td>
</tr>
<tr>
<td><strong>ESTIMATED PROJECT COST</strong></td>
<td>: INR 90 lacs including taxes</td>
</tr>
<tr>
<td><strong>TENDER DOCUMENT COST</strong></td>
<td>: 1000 INR</td>
</tr>
<tr>
<td><strong>E-TENDER PROCESSING FEE</strong></td>
<td>: 1000 INR</td>
</tr>
<tr>
<td><strong>EARNEST MONEY</strong></td>
<td>: 1,80,000/- INR</td>
</tr>
</tbody>
</table>

**PLACE OF SUBMITING, OPENING OF BIDS and ADDRESS FOR COMMUNICATION**
**NAHEP- Sri Karan Narendra Agriculture University, Jobner**
Jobner-303339, Distt. Jaipur (Rajasthan)
Phone: 01425-254022

**Note:** SKN Agriculture University, Jobner reserves the right to change any date/time mentioned in the schedule above under intimation on website.
<p>| <strong>Act</strong> | The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto |
| <strong>Authorized Signatory</strong> | The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm. |
| <strong>BG</strong> | Bank Guarantee |
| <strong>Bid/ eBid</strong> | A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format |
| <strong>Bid Security</strong> | A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. |
| <strong>Bidder</strong> | Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity |
| <strong>Bidding Document</strong> | Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid |
| <strong>BoM</strong> | Bill of Material |
| <strong>CMC</strong> | Contract Monitoring Committee |
| <strong>Competent Authority</strong> | An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. PI, IDP-NAHEP, Sri Karan Narendra Agriculture University, SKNAU in this bidding document. |
| <strong>Contract/ Procurement Contract</strong> | A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement |
| <strong>Contract/ Project Period</strong> | The Contract/ Project Period shall commence from the date of issue of Work order for 3 Years of Operations &amp; Maintenance Services after commissioning of the project. |
| <strong>COTS</strong> | Commercial off The Shelf Software |
| <strong>Day</strong> | A calendar day as per GoR/ GoI. |
| <strong>DeitY, GoI</strong> | Department of Electronics and Information Technology, Government of India |
| <strong>DoIT&amp;C</strong> | Department of Information Technology and Communications, Government of Rajasthan. |
| <strong>ETDC</strong> | Electronic Testing &amp; Development Center |
| <strong>FOR/ FOB</strong> | Free on Board or Freight on Board |</p>
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GoI/ GoR</td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
<tr>
<td>Goods</td>
<td>All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>IFB</td>
<td>Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment there to and includes notice inviting Bid and request for proposal)</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>ISI</td>
<td>Indian Standards Institution</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organization for Standardization</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>ITB</td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td>LD</td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>NCB</td>
<td>A bidding process in which qualified bidders only from within India are allowed to participate</td>
</tr>
<tr>
<td>NeGP</td>
<td>National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi</td>
</tr>
<tr>
<td>NIB</td>
<td>Notice Inviting Bid</td>
</tr>
<tr>
<td>Notification</td>
<td>A notification published in the Official Gazette</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PC</td>
<td>Procurement/ Purchase Committee</td>
</tr>
<tr>
<td>PQ</td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td>Procurement</td>
<td>The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be</td>
</tr>
<tr>
<td>Process</td>
<td></td>
</tr>
<tr>
<td>Public Procurement</td>
<td>The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly</td>
</tr>
<tr>
<td>Term</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------------</td>
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</tr>
<tr>
<td>Project Site</td>
<td>Wherever applicable, means the designated place or places.</td>
</tr>
<tr>
<td>PSD/SD</td>
<td>Performance Security Deposit/ Security Deposit</td>
</tr>
<tr>
<td>Purchaser/ Tendering Authority/ Procuring Entity</td>
<td>Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. SKNAU in this RFP document.</td>
</tr>
<tr>
<td>Raj SWAN/ RSWAN</td>
<td>Rajasthan State Wide Area Network</td>
</tr>
<tr>
<td>SKNAU</td>
<td>Sri Karan Narendra Agriculture University</td>
</tr>
<tr>
<td>RVAT</td>
<td>Rajasthan Value Added Tax</td>
</tr>
<tr>
<td>Services</td>
<td>Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</td>
</tr>
<tr>
<td>SSDG</td>
<td>State Services Delivery Gateway</td>
</tr>
<tr>
<td>State Government</td>
<td>Government of Rajasthan (GoR)</td>
</tr>
<tr>
<td>State Public Procurement Portal</td>
<td><a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>STQC</td>
<td>Standardization Testing and Quality Certification, Govt. of India</td>
</tr>
<tr>
<td>Subject Matter of Procurement</td>
<td>Any item of procurement whether in the form of goods, services or works</td>
</tr>
<tr>
<td>TIN</td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td>TPA</td>
<td>Third Party Auditors</td>
</tr>
<tr>
<td>VAT/ Cen VAT</td>
<td>Value Added Tax/ Central VAT</td>
</tr>
<tr>
<td>WO/ PO</td>
<td>Work Order/ Purchase Order</td>
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</table>
3. **INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

Unique Bid No: IDP-NAHEP/e-tender./SKNAU/2022-23/17  
Date:-19.10.2022

SKNAU invites bids through Open Competitive bidding process from eligible bidders for English Language Lab solution at SKNAU campus, Jobner (Rajasthan), as per following details:

| Name & Address of the Procuring Entity | Name: Sri Karan Narendra Agriculture University (SKNAU)  
| Address: SKN Agriculture University, JOBNER, JAIPUR-303339 (Rajasthan) |
|---|---|
| Name & Address of the Project Officer In-charge (POIC) | Name: Dr. Ashok Kumar Gupta  
| Designation: Principal Investigator  
| Address: SKN Agriculture University, JOBNER, JAIPUR-303339 (Rajasthan)  
| Email: pi.nahep@sknau.ac.in |
| Subject Matter of Procurement | For English Language Lab solution at SKNAU, Jobner (Rajasthan). |
| Bid Procedure | Online Only. |
| Bid Evaluation Criteria (Selection Method) | Least Cost Based Selection (LCBS)-L1 |
| Bidding document fee: | Rs.1000/- (Rs.500.0 for SSI Units of Rajasthan) through Online. |
| RISL Processing Fee | Rs 1000/- in favour of M.D., RISL, JAIPUR |
| Estimated Procurement Cost | 90,00,000/- |
| Submission of Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee* | upto Nov 05, 2022 11:00 AM |
| Bid Security and Mode of Payment | Amount (INR): Rs 45,000/-  
| Mode of Payment: Banker’s Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of PI, IDP-NAHEP, Sri Karan Narendra Agriculture University, Jobner, Jaipur. |
| Period of Sale of Bidding Document (Start/ End Date) | from the date of publication of NIB to one day prior to the date of opening of bids |
| Manner, Start/ End Date for the submission of Bids | • Manner: By hand delivery, by courier or by post  
• End Date: Nov 05, 2022 10:00 AM |
|--------------------------------------------------|----------------------------------------------------------------------------------|
| Date/ Time/ Place of Technical Bid Opening       | • Date: Nov 05, 2022  
• Time: 2:00 PM  
• Place: SKN Agriculture University, JOBNER, JAIPUR-303339 (Rajasthan) |
| Date/ Time/ Place of Financial Bid Opening       | Will be intimated later to the Technically qualified bidders |
| Bid Validity                                     | 90 days from the bid submission deadline |

Note:
1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
2) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
3) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
4) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

PL, IDP-NAHEP
National Agricultural Higher Education Project
Sri Karan Narendra Agriculture University,
Jobner, Jaipur -303329
4. PROJECT PROFILE & BACKGROUND INFORMATION

Sri Karan Narendra Agriculture University, Jobner- Jaipur was established in September 2013 by Govt of Rajasthan under Agriculture University, Jobner Act, 20 of 2013 and name amendment Act, 23 of 2013 with a view to impart teaching at the University or college level, conduct research and extension education programmes in the field of agriculture.

The SKN Agriculture University, JOBNER, JAIPUR, Rajasthan, India has received a credit from the National Agriculture Higher Education Project (NAHEP). Under this programme, Bid for supply and installation of English Language Lab solution as per schedule in the bid-document [NAHEP/2022/RJ/.........] is hereby invited by PI, IDP-NAHEP, Sri Karan Narendra Agriculture University, Jobner, Jaipur, Rajasthan, India.
5. **PRE-QUALIFICATION/ ELIGIBILITY CRITERIA**

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<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Documentary Proof To be Submitted</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>The Bidder Should have GST No.</td>
<td>Copy of the GST Certificate.</td>
</tr>
<tr>
<td>2</td>
<td>The bidder’s average annual turnover should be at least 200 lacs from minimum last 3 years.</td>
<td>CA certificate for turnover for last 3 financial years.</td>
</tr>
<tr>
<td>3</td>
<td>Should have experience to work in Govt. department with similar or equivalent nature.</td>
<td>Attach the work order copies with work completion certificate respectively.</td>
</tr>
<tr>
<td>4</td>
<td>Bidder should have Valid ISO Certificate.</td>
<td>Copy of Valid ISO Certification.</td>
</tr>
</tbody>
</table>

6. **SCOPE OF WORK, DELIVERABLES & TIMELINES**

The PI, IDP-NAHEP, Sri Karan Narendra Agriculture University, Jobner, Jaipur, Rajasthan India has invites sealed bids from eligible bidders for supply and installation of English Language Lab solution at SKNU campus, Jobner (Rajasthan) listed below under the National Agriculture Higher Education Project (NAHEP).

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Item Name</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and installation of English Language Lab solution at SKNAU campus, Jobner (Rajasthan).</td>
<td>1</td>
</tr>
</tbody>
</table>

7. **INSTRUCTION TO BIDDERS (ITB)**

1) **Sale of Bidding/ Tender Documents**
   a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped on the date mentioned. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
   
   b) The bidding documents shall be made available on eproc, SPPP and University Website
   
   c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) **Changes in the Bidding Document**
   a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
   
   b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring
entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4) Format and Signing of Bids

a) The bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.

b) The bid shall be typed or written in ink and it’s all the pages shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorisation shall consist of a written confirmation as per “Annexure:- Certificate of Conformity/ No-Deviation” of the bidding document and shall be attached to the technical bid.

c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.
5) **Submission of Bids**

The bid is to be submitted electronically on the portal [https://eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in). Manual submission of bid will not be accepted. No hard copy of any document will be accepted by Department. All documents uploaded on portal should be clear and readable.

a) A Single stage-Two part/ envelope system shall be followed where:
   - Technical Bid, including fee details and all the eligibility documents, should be enclosed in one sealed envelope
   - Financial Bid should be **Quoted Online** in BOQ

b) The technical bid shall consist of the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter-Technical Bid</td>
<td>On bidder’s letter head duly signed by authorized signatory</td>
</tr>
<tr>
<td></td>
<td><strong>Fee Details</strong></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bidding document Fee (Tender Fee)</td>
<td>Proof of submission</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Security</td>
<td>Instrument/ Proof of submission</td>
</tr>
<tr>
<td></td>
<td><strong>Eligibility Documents</strong></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. can sign the bid/ contract on behalf of the firm</td>
<td>As per Annexure-</td>
</tr>
<tr>
<td>5.</td>
<td>All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility</td>
<td>As per the format mentioned against the respective eligibility criteria clause</td>
</tr>
<tr>
<td></td>
<td><strong>Technical Documents</strong></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Certificate of Conformity/ No Deviation</td>
<td>As per Annexure-</td>
</tr>
<tr>
<td>7.</td>
<td>Declaration by Bidders</td>
<td>As per Annexure-</td>
</tr>
<tr>
<td>8.</td>
<td>Technical specifications compliance sheet</td>
<td>As per Annexure-</td>
</tr>
</tbody>
</table>

b) Financial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial Bid – Format</td>
<td>As per BOQ</td>
</tr>
</tbody>
</table>

6) **Cost & Language of Bidding**

a) 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.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant
7) **Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid.

8) **Bid Security**

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

c) 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 fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

d) The bid security may be given in the form of a banker’s cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

e) 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.

f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

h) The bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:

   a. when the bidder withdraws or modifies its bid after opening of bids;
   b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
   c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
   d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
   e. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

j) No interest shall be payable on the bid security.
k) 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.

l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
   a. The expiry of validity of bid security;
   b. The execution of agreement for procurement and performance security is furnished by the successful bidder;
   c. The cancellation of the procurement process; or
   d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids
   a) Normally, the date of submission and opening of bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non-working day, the bids shall be received or opened on the next working day.

10) Late Bids
    No Bid shall be considered after the last date and time of submission of bid.

11) Modification and Withdrawal of Bids
    a) The Bidder may modify or withdraw their bid before Last Date and time of submission of bids.
    b) No bid may be modified subsequent to the Last Date and time for submission of bids.

12) Opening of Technical Bid and Price Bid:
    a) Bids will be opened on the specified date and time and same can be viewed on portal.
    b) Bidders who were found eligible in technically qualified in evaluation of bid may be informed about the date and time for opening of Price Bid.

13) Selection Method:
    The selection method is Least Cost Based Selection (LCBS or L1).

14) Clarification of Bids
    a) To assist in the examination, evaluation, comparison and qualification of the 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 through the e-Procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) 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.

15) Evaluation & Tabulation of Technical Bids

a) Preliminary Examination of Bids

The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the:

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid is valid for the period, specified in the bidding document;
- c. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- d. bid is unconditional and the bidder has agreed to give the required performance security; and
- e. Other conditions, as specified in the bidding document are fulfilled.

b) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:

1. “deviation” is a departure from the requirements specified in the bidding document;
2. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
3. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

A material deviation, reservation, or omission is one that,

- i. if accepted, shall:
- 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
- 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder’s obligations under the proposed contract; or
ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

c) Non-material Non-conformities in Bids

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST, ISO etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

d) Technical Evaluation Criteria

Bids shall be evaluated based on the compliance of the documents submitted in technical bid.

e) Tabulation of Technical Bids

a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

c. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

16) Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:

a) the financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee.

b) The process of opening, marking and signing of the financial Bids shall be as prescribed in (5) above.

c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
d) conditional Bids are liable to be rejected;

e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.

g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

17) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

a) 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 bid evaluation committee 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;

b) 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

c) 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 clause (a) and (b) above.

18) Comparison of rates of firms outside and those in Rajasthan

While tabulating the financial Bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT)/GST shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

19) Price/purchase preference in evaluation

Price and/or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.
20) Negotiations
   a) 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.
   b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
   c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
   d) The lowest or most advantageous bidder shall be informed in writing either through letter or e-mail. 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 or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
   e) 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.
   f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous 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 or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
   g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

21) Exclusion of Bids/ Disqualification
   a) A procuring entity shall exclude/disqualify a Bid, if:
      a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
      b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
      c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
      d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
      e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:
   a. communicated to the concerned bidder in writing;
   b. Published on the State Public Procurement Portal, if applicable.

22) Lack of competition

a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:
   a. the Bid is technically qualified;
   b. the price quoted by the bidder is assessed to be reasonable;
   c. the Bid is unconditional and complete in all respects;
   d. there are no obvious indicators of cartelization amongst bidders; and
   e. the bidder is qualified as per the provisions of qualification/ eligibility criteria in the bidding document

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

23) Acceptance of the successful Bid and award of contract

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for: taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the 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 bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

i) The bid security of the bidders who’s Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

24) Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

25) Procuring entity’s right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

26) Performance Security

a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are
owned or controlled or managed by the State Government and undertakings of the
Central Government. However, a performance security declaration shall be taken from
them. The State Government may relax the provision of performance security in
particular procurement or any class of procurement.

b) **The amount of performance security shall be 5% of the amount of supply order in
case of procurement of goods and services.**

c) Performance security shall be furnished in any one of the following forms:
   - Bank Draft or Banker's Cheque of a scheduled bank;
   - National Savings Certificates and any other script/ instrument under
     National Savings Schemes for promotion of small savings issued by a Post
     Office in Rajasthan, if the same can be pledged under the relevant rules. They
     shall be accepted at their surrender value at the time of bid and formally
     transferred in the name of procuring entity with the approval of Head Post
     Master;
   - Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing
     bank. Other conditions regarding bank guarantee shall be same as mentioned in
     the bidding document for bid security;
   - Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of
     procuring entity on account of bidder and discharged by the bidder in advance.
     The procuring entity shall ensure before accepting the FDR that the bidder
     furnishes an undertaking from the bank to make payment/ premature payment
     of the FDR on demand to the procuring entity without requirement of consent
     of the bidder concerned. In the event of forfeiture of the performance security,
     the Fixed Deposit shall be forfeited along with interest earned on such Fixed
     Deposit.

d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above
shall remain valid for a period of 60 days beyond the date of completion of all
contractual obligations of the bidder, including warranty obligations and maintenance
and defect liability period.

e) **Forfeiture of Security Deposit:** Security amount in full or part may be forfeited,
including interest, if any, in the following cases:-
   - When any terms and condition of the contract is breached.
   - When the bidder fails to make complete supply satisfactorily.
   - If the bidder breaches any provision of code of integrity, prescribed for bidders,
     specified in the bidding document.

f) Notice will be given to the bidder with reasonable time before PSD deposited is
forfeited.

g) No interest shall be payable on the PSD.

27) **Execution of agreement**
   - A procurement contract shall come into force from the date on which the letter of
     acceptance or letter of intent is despatched to the bidder.
b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.

c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

28) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
   a. impede enforcement of any law;
   b. affect the security or strategic interests of India;
   c. affect the intellectual property rights or legitimate commercial interests of bidders;
   d. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, 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.

29) Cancellation of procurement process

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
   a. at any time prior to the acceptance of the successful Bid; or
b. After the successful Bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f) If a bidder is convicted of any offence under the Act, the procuring entity may:
   a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
   b. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

30) Code of Integrity for Bidders

   a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

   b) The code of integrity include provisions for:

      a. Prohibiting
         i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
         ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
         iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
         iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
         v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
         vi. 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;
         vii. any obstruction of any investigation or audit of a procurement process;
         viii. disclosure of conflict of interest;
         ix. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
c) Without prejudice to the provisions below, 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 measures including:
   a. exclusion of the bidder from the procurement process;
   b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
   c. forfeiture or encashment of any other security or bond relating to the procurement;
   d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
   e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
   f. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

31) Interference with Procurement Process

A bidder, who:
   a) withdraws from the procurement process after opening of financial bids;
   b) withdraws from the procurement process after being declared the successful bidder;
   c) fails to enter into procurement contract after being declared the successful bidder;
   d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

32) Appeals

a) Subject to “Appeal not to lie in certain cases” below, 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 guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 7 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:
   a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
   b. 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) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it within 30 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
   First Appellate Authority: PI, IDP-NAHEP, Sri Karan Narendra Agriculture University, Jobner, Jaipur, Rajasthan India
   Second Appellate Authority: VICE CHANCELLOR, Sri Karan Narendra Agriculture University, Jobner, Jaipur, Rajasthan India

f) Form of Appeal:
   a. Every appeal under (a) and (c) above shall be as per Annexure-16 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.

g) Fee for Appeal: 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 payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:
   a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
   b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
      i. hear all the parties to appeal present before him; and
      ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
   c. After hearing the parties, perusal or inspection 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 (c) shall also be placed on the State Public Procurement Portal.
i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

33) *Stay of procurement proceedings*

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

34) **Vexatious Appeals & Complaints**

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

35) **Offenses by Firms/ Companies**

a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

   a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

   b. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

36) Debarment from Bidding
   a) A bidder shall be debarred by the State Government if he has been convicted of an offence
      
      a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
      
      b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
      
   b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

   c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.

   d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

   e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

37) Monitoring of Contract
   a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

   b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.

   c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
d) Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor 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.

e) No new partner/partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/she agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

8. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT
Bidders should read these conditions carefully and comply strictly while sending their bids.

1. Definitions
For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

a) “Contract” means the Agreement entered into between the Purchaser and the successful/selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

c) “Contract Price” means the price payable to the successful/selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) “Day” means a calendar day.

e) “Delivery” means the transfer of the Goods from the successful/selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) “Completion” means the fulfilment of the related services by the successful/selected bidder in accordance with the terms and conditions set forth in the Contract.

g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/selected bidder is required to supply to the Purchaser under the Contract.

h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.

i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/selected bidder under the Contract.

j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/selected bidder.
k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/selected bidder.

l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate
translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Joint Venture, Consortium or Association
a) No Joint venture, consortium or association is allowed to bid in this case.

6. Notices
a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

7. Governing Law
The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

8. Delivery & Installation
a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and commission schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/or their offices/ locations mentioned in the PO/ WO.

d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city/ town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

9. Supplier’s/ Selected Bidder’s Responsibilities
The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.
10. Purchaser’s Responsibilities
   a) Whenever the supply of goods and related services requires that the Supplier/Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/Selected Bidder, make its best effort to assist the Supplier/Selected Bidder in complying with such requirements in a timely and expeditious manner.
   b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

11. Contract Price
   a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
   b) Prices charged by the Supplier/Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

12. Recoveries from Supplier/Selected Bidder
   a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
   b) The Purchase Officer shall withhold amount to the extent of short supply, broken/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with SKNAU.
   c) The balance, if any, shall be demanded from the Supplier/Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

13. Taxes & Duties
   a) The TDS/Raj-VAT/Service Tax/GST etc., if applicable, shall be deducted at source/paid by SKNAU as per prevailing rates.
   b) For goods supplied from outside India, the successful/selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
   c) For goods supplied from within India, the successful/selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
   d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/selected bidder in India, the Purchaser shall use its best efforts to enable the successful/selected bidder to benefit from any such tax savings to the maximum allowable extent.

14. Copyright
   The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/Selected Bidder herein shall remain vested in the Selected bidder, or, if they are furnished to the Purchaser directly or through the Supplier/Selected Bidder by any third party, including
suppliers of materials, the copyright in such materials shall remain vested in such third party.

15. Confidential Information

a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
   i. the Purchaser or Supplier/ Selected Bidder need to share with SKNAU;
   ii. now or hereafter enters the public domain through no fault of that party;
   iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
   iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16. Transportation

a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier’s/ selected bidder’s bill.
17. Testing charges

Testing charges shall be borne by SKNAU. In case, test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

18. Rejection

a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

b) If, however, due to exigencies of SKNAU work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder’s risk and on his account.

19. Extension in Delivery Period and Liquidated Damages (LD)

a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.

c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.

i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend
the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
   a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the SKNAU was required to supply them to the supplier of goods or service provider as per terms of the contract.
   b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the SKNAU as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

vi. If SKNAU is in need of the goods and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete:

<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
<th>LD%</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one forth period of the prescribed period of delivery,</td>
<td>1.5%</td>
</tr>
<tr>
<td></td>
<td>successful installation and completion of work</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed</td>
<td>4.0%</td>
</tr>
<tr>
<td></td>
<td>period of delivery, successful installation and completion of work</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the prescribed</td>
<td>5.5%</td>
</tr>
<tr>
<td></td>
<td>period of delivery, successful installation and completion of work</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of delivery,</td>
<td>7.0%</td>
</tr>
<tr>
<td></td>
<td>successful installation and completion of work</td>
<td></td>
</tr>
</tbody>
</table>

i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

ii. The maximum amount of liquidated damages shall be 10% of the contract value.

iii. *The percentage refers to the payment due for the associated works/ goods/ service.
20. Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/selected bidder to indemnify the Purchaser with respect to patent infringement.

21. Force Majeure

a) The supplier/selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/selected bidder shall promptly notify the SKNAU in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by SKNAU, the supplier/selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the SKNAU, the SKNAU may take the case with the supplier/selected bidder on similar lines.

22. Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following:
   i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
   ii. the method of shipment or packing;
   iii. the place of delivery; and
   iv. the related services to be provided by the supplier/selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and
Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s/ selected bidder’s receipt of the Purchaser’s change order.

c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

23. Termination

a) Termination for Default

i. The tender sanctioning authority of SKNAU 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, terminate the contract in whole or in part: -

a. 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 SKNAU; or

b. 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

c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the supplier/ selected bidder commits breach of any condition of the contract.

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

iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

SKNAU may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to SKNAU.

c) Termination for Convenience

i. SKNAU, by a written notice of at least 30 days sent to the supplier/ selected bidder, 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.
ii. Depending on merits of the case the supplier/selected bidder may be appropriately
compensated on mutually agreed terms for the loss incurred by the contract if any
due to such termination.

iii. The Goods that are complete and ready for shipment within twenty-eight (28) days
after the supplier’s/selected bidder’s receipt of the Notice of termination shall be
accepted by the Purchaser at the Contract terms and prices. For the remaining
Goods, the Purchaser may elect:
a. To have any portion completed and delivered at the Contract terms and prices;
and/or
b. To cancel the remainder and pay to the supplier/selected bidder an agreed
amount for partially completed Goods and Related Services and for materials
and parts previously procured by the supplier/selected bidder.

24. Exit Management

1. Preamble
i. The word ‘parties’ include the procuring entity and the selected bidder.
ii. This Schedule sets out the provisions, which will apply on expiry or termination
of the Project Implementation and Operations and Management of SLA.
iii. In the case of termination of the Project Implementation and/ or Operation and
Management SLA due to illegality, the Parties shall agree at that time whether,
and if so during what period, the provisions of this Schedule shall apply.
iv. The Parties shall ensure that their respective associated entities carry out their
respective obligations set out in this Exit Management Schedule.

2. Transfer of Assets
i. The selected bidder may continue work on the assets for the duration of the exit
management period which may be a six months period from the date of expiry or
termination of the agreement, if required by SKNAU to do so. During this period,
the selected bidder will transfer all the assets in good working condition and as
per the specifications of the bidding document including the ones being upgraded
to the department/designated agency. The security deposit/ performance security
submitted by selected bidder will only be returned after the successful transfer of
the entire project including its infrastructure.

ii. The selected bidder, if not already done, will transfer all the Software Licenses
under the name of the SKNAU as desired by the procuring entity during the exit
management period.

iii. SKNAU during the project implementation phase and the operation and
management phase shall be entitled to serve notice in writing to the selected
bidder at any time during the exit management period requiring the selected
bidder to provide SKNAU with a complete and up-to-date list of the assets within
30 days of such notice.

iv. Upon service of a notice, as mentioned above, the following provisions shall
apply:

a. In the event, if the assets which to be transferred to SKNAU mortgaged to any
financial institutions by the selected bidder, the selected bidder shall ensure
that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to SKNAU or its nominated agencies.

b. All title of the assets to be transferred to SKNAU or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.

c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to SKNAU.

d. That the products and technology delivered to SKNAU during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of SKNAU. Supplied hardware, software & documents etc., used by selected bidder for SKNAU shall be the legal properties of SKNAU.

3. Cooperation and Provision of Information during the exit management period
   i. The selected bidder will allow SKNAU or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable SKNAU or its nominated agencies to assess the existing services being delivered.

   ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. SKNAU or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit SKNAU or its nominated agencies and/or any replacement operator to have reasonable access to its employees and facilities as reasonably required by SKNAU or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

4. Confidential Information, Security and Data
   The selected bidder will promptly on the commencement of the exit management period supply to SKNAU or its nominated agencies the following:
   i. Documentation relating to Intellectual Property Rights;
   ii. Project related data and confidential information;
   iii. All current and updated data as is reasonably required for purposes of SKNAU or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by SKNAU or its nominated agencies; and
iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable SKNAU or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to SKNAU or its nominated agencies, or its replacement operator (as the case may be).

v. Before the expiry of the exit management period, the selected bidder shall deliver to SKNAU or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

5. Transfer of certain agreements
   i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party lesasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by SKNAU or its nominated agencies, or its replacement operator.

   ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder’s premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to SKNAU or its nominated agencies, and/or any replacement operator in order to inventory the assets.

6. General Obligations of the selected bidder
   i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to SKNAU or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

   ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

7. Exit Management Plan
   i. The selected bidder shall provide SKNAU or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

   ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
iii. Plans for the communication with such of the selected bidder\'s, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on SKNAU operations as a result of undertaking the transfer; and

iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to SKNAU or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by SKNAU or its nominated agencies.

vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.

ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It would be the responsibility of the selected bidder to support new operator during the transition period.

25. Settlement of Disputes

a) General: If any dispute arises between the supplier/selected bidder and SKNAU during the execution of a contract that should be amicably settled by mutual discussions. 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 the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/selected bidder.

b) Standing Committee for Settlement of Disputes: 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 mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: (SKNAU)

- VC, SKNAU : Chairman
- PI, IDP-NAHEP, SKNAU : Member
- Comptroller Officer, SKNAU : Member
c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the VC, SKNAU along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the SKNAU’s stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and SKNAU. The standing committee, if it so decides, may refer the matter to the Board of Directors of SKNAU for further decision.

d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
ANNEXURE-1: TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ITEM DESCRIPTION</th>
<th>Qty</th>
<th>Type of Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>English Language Lab Software for 500 users</td>
<td>500</td>
<td>Passive</td>
</tr>
<tr>
<td>2</td>
<td>Onsite Trainer for teaching English Language on provided software for 7 months</td>
<td>2</td>
<td>Passive</td>
</tr>
<tr>
<td>3</td>
<td>Online Blade Server, 12 cores</td>
<td>1</td>
<td>Active</td>
</tr>
<tr>
<td>4</td>
<td>Tablet with pre-loaded Software App</td>
<td>120</td>
<td>Active</td>
</tr>
<tr>
<td>5</td>
<td>Charging Station Dock</td>
<td>6</td>
<td>Active</td>
</tr>
<tr>
<td>6</td>
<td>Headphones with stand</td>
<td>50</td>
<td>Active</td>
</tr>
</tbody>
</table>

Note:

a) The minimum Technical Specifications of respective items are mentioned below in Annexure-A. Higher Values Quoted of Specifications parameters shall be accepted.

b) The software must be hosted and configured on cloud server at OEM site for 2 years and the entire server cost including hosting, storage, configuration and maintenance will be borne by the respective firm for the first two years and thereafter it may be hosted at client site for perpetual access.

c) The bidders may be asked for DEMO of the quoted solution to validate the technical parameters at any stage of bidding with prior notice.

d) The firm must provide separate bills of active and passive components after successful installation of language lab.

e) The trainer facility may be extended on same terms and conditions subject to the extension of the project.
Annexure-A

Technical Specifications for Passive Items

<table>
<thead>
<tr>
<th>Intercom</th>
<th>Two-way intercom communication between Teacher &amp; student. The communication should be through text, audio &amp; Video.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcast</td>
<td>Provision for teacher to broadcast text message to one student or to a group of selected students.</td>
</tr>
<tr>
<td>Audio Supervision</td>
<td>Provision for teacher to listen to any students recording &amp; check their progress.</td>
</tr>
<tr>
<td>Chat</td>
<td>Provision for teacher to send alerts to student through Text Chat or Audio Chat.</td>
</tr>
<tr>
<td>Assignments</td>
<td>Provision for Teacher to create assignments &amp; broadcast to the class. Provision should be there to assign same/separate tasks to different group of students. There should also be provision to assign task to students with a start and expiry date.</td>
</tr>
<tr>
<td>Reports &amp; Analysis</td>
<td>The Teacher’s Dashboard should have the following features:</td>
</tr>
<tr>
<td></td>
<td>- Details about all the classes assigned to the teachers, Students performance report both in text as well as Graphical for various tasks assigned to various classes. Provision for generating various reports to check &amp; analyse progress of students.</td>
</tr>
<tr>
<td></td>
<td>- The language lab software should automatically generate reports giving details about each individual learner’s activities performed in terms of no. of exercises attempted, time spent on each such activity on a day-to-day basis.</td>
</tr>
<tr>
<td></td>
<td>- Each student’s individual report should be available to the student as well as the teacher.</td>
</tr>
<tr>
<td></td>
<td>- The language lab software should also have reports that shows the usage of the software by each of the instructor/faculty/teacher.</td>
</tr>
<tr>
<td></td>
<td>- The teachers should be able to view all the answers given (both correct and incorrect) by the students during the practice sessions at any given time. They should also be able to listen to the recorded exercises of the students. Teacher should be able to give remarks to students on their audio recorded exercises both in text &amp; audio formats.</td>
</tr>
<tr>
<td></td>
<td>- A centralized report should be available to the Administrators/Governing Bodies on the usage of content by both the instructors and students for all the language lab software licenses procured under this project.</td>
</tr>
<tr>
<td></td>
<td>- This should be web based and available to various stakeholders of the project.</td>
</tr>
</tbody>
</table>
| | - Provide Management with password protected login, should have the option to view the reports of both teachers and students in terms of scores, grades, graph/Bar/Pie in exercises.
<table>
<thead>
<tr>
<th>AV Lessons</th>
<th>Provision for teacher to create personal audio video lesson contents. Provision for teacher to assign the pre-recorded lesson for future dates.</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-exam</td>
<td>Paperless e-exam with automatic submission of answer sheets on completion of timelines.</td>
</tr>
<tr>
<td>Audio modulation</td>
<td>Provision to automatically generate graphical representation on the recorded audio of the learner as against the originals for self-assessment and evaluation.</td>
</tr>
<tr>
<td>Accent</td>
<td>The entire teaching - learning content should be in neutral accent.</td>
</tr>
<tr>
<td>License</td>
<td>The proposed software should have Life Time Perpetual License. (An affidavit to be provided by the firm for lifetime access of the software)</td>
</tr>
<tr>
<td>Secured Login</td>
<td>The main interface of the teacher with password protected login should have different options to teach effectively in a lively manner.</td>
</tr>
<tr>
<td>Management Login</td>
<td>Provide Management with password protected login, should have the option to monitor the real-time activities of both teachers and students and view various reports of scores, grades, performance graph/Bar/Pie in exercises, answer sheets, teacher and student attendance reports.</td>
</tr>
<tr>
<td>E-Books</td>
<td>The teacher should be able to upload PDF files (e-books) for the students to read and able to provide writing assignments to the students.</td>
</tr>
<tr>
<td>External Media</td>
<td>Provision for teacher to use any external storage device (USB, CD/DVD) to play or display the content files.</td>
</tr>
<tr>
<td>OS &amp; Hardware Support</td>
<td>The Software should support on Windows, Linux, IOS &amp; Android. The software should seamlessly work on Desktop/Thin/Zero Client System.</td>
</tr>
<tr>
<td>Mobile Apps</td>
<td>The software should have Android &amp; IOS supported Mobile App where Teacher can assign activities, Student can do the assignments and Teacher can evaluate it.</td>
</tr>
</tbody>
</table>
| English Multimedia Content Learning Levels | The Language Lab Software should take into account the following features:  
It should have following levels of learning: 
Ranging from Basic to Intermediate and Advanced with substantial content to hone the learner skills. 
The content should be as per the Common European Framework of Reference or equivalent i.e. CEFR and should cater to all the 6 levels of CEFR viz. A1, A2, B1, B2, C1 & C2. 
CEFR Levels: 
i. A1 Beginner  
ii. A2 Elementary  
iii. B1 Intermediate  
iv. B2 Upper Intermediate  
v. C1 Advanced  
vi. C2 Mastery |
<table>
<thead>
<tr>
<th>Content should purely be multimedia based and comprise of graphics, audio, video and should be highly interactive in nature.</th>
</tr>
</thead>
<tbody>
<tr>
<td>It should have content for strengthening all the four language skills: -</td>
</tr>
<tr>
<td><strong>Listening, Speaking, Reading &amp; Writing</strong></td>
</tr>
<tr>
<td>• It should have Model Imitation that should facilitate the student to listen to the exact pronunciation of a word and then record one's own and then compare both of them, thereby helping the student to recognize the error and amend the differences.</td>
</tr>
<tr>
<td>• The software should have capabilities of Listening, Recording and Comparing of Speech patterns both via audio and visual. The software should have speech spectrograph for graphical visualization.</td>
</tr>
<tr>
<td>• The software should be based on neutral (Indian) accent and should not use foreign accent.</td>
</tr>
<tr>
<td>• It should have jaw and tongue movement animations for all the sounds to facilitate learning of proper articulation of sounds.</td>
</tr>
<tr>
<td>The software should consist of a glossary of words with correct pronunciation in the Indian context. The English language lab software should have components to work on</td>
</tr>
<tr>
<td>• Intonation</td>
</tr>
<tr>
<td>• Word stress</td>
</tr>
<tr>
<td>• Syllables</td>
</tr>
<tr>
<td>The English language lab software should cater to the basics of English grammar using animated situations and related practice exercises. It should be user friendly so that faculty can take classes with minimal of technical knowledge.</td>
</tr>
<tr>
<td><strong>Teaching Pedagogy (Methodology)</strong></td>
</tr>
<tr>
<td>The English language lab software should have the following features for proper teaching – learning of English language skills by both the faculty and the students. It should be based on the ‘Blended Learning’ mechanism, i.e. It should have Instructor Lead Teaching (ILT/Classroom teaching) content as well as Computer Based Training (CBT/Lab practice) content. The software should have predefined lesson plans with detailed breakup of each session of approximately at least 30 minutes each. The Instructor/ Faculty / Teacher should be able to create tasks for students to perform in the language lab at a later time which can be pre-defined. The Instructor / Faculty / Teacher should have the option to assign the same task to all the students and/or different tasks to different students of the same batch.</td>
</tr>
<tr>
<td><strong>Sounds</strong></td>
</tr>
<tr>
<td>The language software should provide proper articulation for all 44 sounds of English using animation.</td>
</tr>
<tr>
<td><strong>MTI</strong></td>
</tr>
<tr>
<td>Should have a Mother Tongue Influence (MTI) removal tool</td>
</tr>
<tr>
<td><strong>Pronunciation</strong></td>
</tr>
<tr>
<td>Provide sample lessons, words, pronunciation sounds, videos, comparison &amp; assessment tools for proficiency in English pronunciation.</td>
</tr>
<tr>
<td>Comprehension</td>
</tr>
</tbody>
</table>
| Resource Material & Training | Training should be imparted for one day (6 hours) and training modules should include: - • Training on usage of all the features of the language lab software • Training on the various aspects of language on its teaching pedagogy  
Proper detailed trainer manuals to be provided for each level on the delivery mechanism. It should be in depth with minute to minute description of the teaching procedures. Classroom reference material in the form of Flash/Cue Cards too should be made available for each session. In depth trainer videos should be made available in the software for the teacher to refer to. These videos should also be made available to the teachers using a mobile app which should be compatible with Android and IOS smart phones. |
| Student Material | Students material in the form work books for each level should be available. This material should be integrated with the content. |
| Pre Recorded media | Provide Audio / Video recorded files from Poetry Masters, Writers, Speeches, Lectures, Documentary, Movies, News, etc. to improve comprehension of language. |
| Licensed User Terminals | License to be provided for 500 terminals (Students & Teacher both included). |

2. Onsite Trainer for teaching English Language

| Locations | Location of onsite Trainers will be COA, Jobner and COA, Lalsot and must be available on all the working days from 9 AM to 5 PM |
| Technical Skill | The Trainer must be competent and experienced. He/she must be acquainted with same or similar language software |

Minimum Technical Specifications for Active Items

3. Online Server | The minimum configuration must be Rack Server, Intel Xeon (3rd Gen, 8 Core) Processor with 2 x 32 GB RAM & 1.2 TB 10K RPM SAS Hard Disk, 960 GB SSD, 3-years onsite warranty |
4. Tablet with preloaded Software App | 10" or higher screen, 4GB RAM, 64 GB ROM, OS – Android latest, Wi-Fi, 6000mah battery, 8MP camera, 1 year manufacturing warranty with good quality flip cover and screen protector. |
5. Charging Station Dock | Capacity - Minimum 20 Tablet Charging & safety - Multiple Tablets should be charged simultaneously and should be locked together safely in a charging cart Power stabilizing - Charging cart should have power stabilizing facility |
<p>| 6. Headphones with stand | With boom microphone, wired, adjustable headband, 40 mm headphone driver unit, sensitivity – 96 dBmW, impedance – 32 ohms, 1 year manufacturing warranty. |</p>
<table>
<thead>
<tr>
<th></th>
<th>Terms &amp; Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder should have a valid ISO 9001 &amp; 14001 Certification</td>
</tr>
<tr>
<td>2</td>
<td>Bidder should have Ink Signed and Stamped Authorization in Original from the OEM and shall be submitted along with the Technical Bid. Original hard copy should be submitted before the due date and time of tender opening. Non-compliance shall result in the rejection of the tender.</td>
</tr>
<tr>
<td>3</td>
<td>Bidder may be asked to provide a detailed technical demonstration of the software if required within a notice of 6/7 days.</td>
</tr>
<tr>
<td>4</td>
<td>Technical Catalogue of quoted product to be attached with the technical bid and same should be available on OEM website. Non-compliance shall result in the rejection of the tender.</td>
</tr>
<tr>
<td>5</td>
<td>Annual Turnover: Bidder should have a minimum average annual turnover of Rupees 200 Lacs in the last three financial years. Audited Balance sheets should be submitted along with the tender. Non-compliance shall result in the rejection of the tender.</td>
</tr>
<tr>
<td>6</td>
<td>Warranty: The goods supplied should be with a One-year onsite warranty and should include delivery, onsite installation, and onsite training.</td>
</tr>
<tr>
<td>7</td>
<td>Delivery &amp; Installation of complete material reeds to be completed at all locations strictly within 60 days of order. Failure to deliver stores within the stipulated delivery period shall result in EMD being forfeited and also Vendor shall be blacklisted.</td>
</tr>
<tr>
<td>8</td>
<td>Payment Terms: 100% after delivery and installation with satisfactory report of the committee.</td>
</tr>
<tr>
<td>9</td>
<td>Validity of prices should be for a period of one year from the date of tender opening.</td>
</tr>
<tr>
<td>10</td>
<td>The bidder should be at least Five years old, relevant certificate/document must be submitted by the bidder. Should have experience to work in Govt. department with similar or equivalent nature.</td>
</tr>
<tr>
<td>11</td>
<td>The bidder must enclose a notarized certificate that the Organization has not been blacklisted by any institution of the Central/ State government / PSU/ University/ Institute etc. in the past three years.</td>
</tr>
<tr>
<td>12</td>
<td>The bidder should be a Proprietorship Firm/Partnership firm/Company. No consortium is allowed. A relevant declaration in the support of this statement must be submitted.</td>
</tr>
<tr>
<td>13</td>
<td>Only those Financial Bids will be opened and evaluated which are found to fulfill all the eligibility and qualifying requirements of this Tender.</td>
</tr>
<tr>
<td>14</td>
<td>The Bidder shall quote composite price inclusive of Supply, Installation, Testing, Commissioning, Training &amp; all Taxes.</td>
</tr>
<tr>
<td>15</td>
<td>Bidder should quote for all components/ products as asked in the tender. Non-compliance shall result in the rejection of the tender.</td>
</tr>
<tr>
<td>16</td>
<td>Local suppliers under the Make in India initiative are eligible to apply as per Public Procurement (Preference to Make in India) order by the Department for Promotion of Industry and Internal Trade, Government of India</td>
</tr>
</tbody>
</table>
ANNEXURE-2: BIDDER’S AUTHORIZATION CERTIFICATE (to be filled by the bidder)

To,

{Procuring entity},

__________________________________

__________________________________

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. ____________________ dated __________. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -        Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date: __________

Place: __________
ANNEXURE-3: SELF-DECLARATION (to be filled by the bidder)

To,

{Procuring entity},

In response to the NIB Ref. No. ________________________ dated ____________ for
{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of
____________________________, I/ We hereby declare that presently our
Company/ firm __________________, at the time of bidding: -

a) possess the necessary professional, technical, financial and managerial resources and
competence required by the Bidding Document issued by the Procuring Entity;
b) 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;
c) is having unblemished record and is not declared ineligible for corrupt & fraudulent
practices either indefinitely or for a particular period of time by any State/ Central
government/ PSU/ UT.
d) does not have any previous transgressions with any entity in India or any other
country during the last three years
e) does not have any debarment by any other procuring entity
f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs
administered by a court or a judicial officer, not have its business activities suspended
and is not the subject of legal proceedings for any of the foregoing reasons;
g) does not have, and our directors and officers not have been convicted of any criminal
offence related to their professional conduct or the making of false statements or
misrepresentations as to their qualifications to enter into a procurement contract
within a period of three years preceding the commencement of the procurement
process, or not have been otherwise disqualified pursuant to debarment proceedings;
h) does not have a conflict of interest as mentioned in the bidding document which
materially affects the fair competition.
i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may
be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/
our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________
ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring Entity},

CERTIFICATE

This is to certify that, the specifications of Hardware / Software / Services which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____________

Place: _____________
ANNEXURE-5: DECLARATION BY BIDDER {to signed by selected bidder}

I/ We declare that I am/we are Direct Internet Service Provider having office at Jaipur in the goods/equipments/services for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: ____________

Place: ____________
Financial Bid Format

As per BOQ uploaded on website.
ANNEXURE-7: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this ______ day of ________, 2021 by and between Sri Karan Narendra Agriculture University (SKNAU), having its head office at SKN Agriculture University, JOBNER, JAIPUR, Rajasthan (herein after referred to as Purchaser/SKNAU) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s ________________, a company registered under the Indian Companies Act, 1956 with its registered office at __________________ (herein after referred as the “Successful Bidder/ Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated ________ of <NIB No ________________>.

And whereas

M/s ________________ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. ________________ dated ________________, on which supplier has given their acceptance vide their Letter No. ________________ dated ________________.

And whereas

The supplier has deposited a sum of Rs. ________________/- (Rupees ________________) in the form of ________________ ref no. ________________ dated ________________ of ________________ Bank and valid up to ________________ as security deposit for the due performance of the contract.
Now it is hereby agreed to by and between both the parties as under:

1. The NIB Ref. No. ______________ dated _______ and RFP document dated ______ issued by SKNAU along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by SKNAU to supplier at the rates set forth in the work order no. ______________ dated _______ will duly supply the said articles set forth in “Annexure-I: Bill of Material” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

3. The SKNAU do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the SKNAU will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _______ and completed by supplier within the period as specified in the RFP document.

5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete:

<table>
<thead>
<tr>
<th>Delay Type</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Delay up to one fourth period of the prescribed delivery period, successful installation &amp; completion of work</td>
<td>1.5%</td>
</tr>
<tr>
<td>b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation &amp; completion of work.</td>
<td>4.0%</td>
</tr>
<tr>
<td>c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation &amp; completion of work.</td>
<td>5.5%</td>
</tr>
<tr>
<td>d) Delay exceeding three fourth of the prescribed delivery period, successful installation &amp; completion of work.</td>
<td>7.0%</td>
</tr>
</tbody>
</table>

Note:

i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.

ii. The maximum amount of agreed liquidated damages shall be 10%.

iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of ____________, 2020

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>()</td>
<td>()</td>
</tr>
<tr>
<td>Designation:</td>
<td>Managing Director, SKNAU</td>
</tr>
<tr>
<td>Company:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In the presence of:</th>
<th>In the presence of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>()</td>
<td>()</td>
</tr>
<tr>
<td>Designation:</td>
<td>Sri Karan Narendra Agriculture University</td>
</tr>
<tr>
<td>Company:</td>
<td></td>
</tr>
</tbody>
</table>

( )
Designation:
Sri Karan Narendra Agriculture University
Company:
ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ............of ..............
Before the ......................... (First/ Second Appellate Authority)

1. Particulars of appellant:
   a. Name of the appellant: <please specify>
   b. Official address, if any: <please specify>
   c. Residential address: <please specify>

2. Name and address of the respondent(s):
   a. <please specify>
   b. <please specify>
   c. <please specify>

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: <please specify>

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

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place ........................................

Date ........................................

Appellant's Signature
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>English Language Lab Software for 500 users</td>
<td>500</td>
</tr>
<tr>
<td>2</td>
<td>Onsite Trainer for teaching English Language on provided software for 7 months</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Online Blade Server, 12 cores</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Tablet with pre-loaded Software App</td>
<td>120</td>
</tr>
<tr>
<td>5</td>
<td>Charging Station Dock</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>Headphones with stand</td>
<td>50</td>
</tr>
</tbody>
</table>