



VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Office of Comptroller Finance Rawatbhata Road, Kota-324021 Rajasthan

(Website- vmou.ac.in)

No/VMOU/S&P/2026-27/10

Date: 23.05.2026

UBN No. - VMU2627GLOB00010

NOTICE INVITING E-BID

Online Tenders (E-Tender/Bid) are invited from reputed OEM/Channel Partner/MAF Partner/Authorised dealers/firms for Supply, Installation & Commissioning of Server & Other Items under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013. Schedule of the bid is as under:-

1.	Name of Work	Supply, Installation & Commissioning of Server & Other Items
2.	Estimated Cost	Rs. 3.00 Crore + GST
3.	Tender Form Cost (non refundable)	Rs. 2000/-
4.	RISL Processing Fees	Rs. 2000/-
5.	Bid Security	Rs. 600000/-
6.	Pre-Bid Meeting Date & Time	08.06.2026 at 12.00 Noon
7.	Venue of Pre-Bid Meeting	EMPC, VMOU, Kota
8.	Date & Time of Online availability of Tender Document on E-Proc	29.05.2026 (10:00AM) to 14.07.2026 (5:00PM)
9.	Last Date & time of uploading of bids on E-Proc	14.07.2026 (5:00PM)
10.	Last date of Physical submission of original tender fees DD, processing fees DD, Bid Security DD Properly packed envelop with Seal & signed must be reached at office of Comptroller Finance VMOU, Kota Room No 114	14.07.2026 (up to 5:00PM)
11.	Date & Time of opening the Technical Bid	15.07.2026 (2:00PM)
12.	Date of opening the Financial Bid of the Technically qualified Bidders only	To be informed Separately
13.	Bid Validity Period	90 Days from the date of opening of Technical Bid

Terms & Conditions:-

1. This tender is floated for procurement of Server & Other Items. Quantity may increase/decrease, as per requirement of as per Rule 73 of RTPP.
2. Tender Documents can be obtained by downloading it from website www.vmou.ac.in, www.sppp.rajasthan.gov.in & <http://eproc.rajasthan.gov.in>.
3. Bidder can only participate using online tendering process must have a valid DSC to upload the Bid.
4. Bidder shall submit their offer online on www.eproc.rajasthan.gov.in within stipulated time and date mentioned herein above. **Bids shall not be accepted personally.**
5. Corrigendum if any will be published only on, www.vmou.ac.in, www.sppp.rajasthan.gov.in & <http://eproc.rajasthan.gov.in>.
6. Conditional tenders will not be accepted and will be treated as invalid.
7. Bidder must not be black listed any where and self declaration has to be submit with bid document.
8. In case of any query, the undersigned (Procurement Entity) may be contacted at e-mail cps@vmou.ac.in personally during office hours.
9. In the event of the specified dates being a holidays activities assigned on that date may be carried out on next working day on the same time & place.
10. The rates quoted should be FOR VMOU, Kota head Quarter inclusive of all incidental charges. G.S.T. should be mentioned Separately.
11. Losses or damages in transit will be responsibility of the vendor.
12. The undersigned is not bound to accept the lowest rate tender and may reject any tender or any part there of without assigning any reason.
13. Income tax and other taxes will be deducted from the bills as per Govt. Rules.
14. Tender should be submitted in prescribed form only and completed in all respects. Incomplete tender will be rejected.
15. Representations shall not be considered/non considerable at all after Pre Bid meeting either by mail, post or manually by any medium. Pre Bid meeting date shall be last & final date for submission of representations by bidders. All representations must be in writing.

- Sd -
Comptroller

Submission of Bid :

The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time due to non-availability / hanging of website, at either ends, at last moment or any reason whatsoever. The last date of submission of bids will not be extended on such account.

1. Online Bid is to be submitted duly digitally signed in electronic format only on website <http://eproc.rajasthan.gov.in>.
2. Detailed bid document, terms & condition can be seen and downloaded from website <http://eproc.rajasthan.gov.in>, www.sppp.rajasthan.gov.in & www.vmou.ac.in
3. All tender documents should essentially be signed digitally and Submitted/uploaded on <http://eproc.rajasthan.gov.in> in time.
4. University reserves the right to accept or reject any or all bids without assigning any reason whatsoever.
5. Pre-Bid meeting shall be organized in the EMPC, VMOU, Kota; interested bidders may remain present and discuss their issues, if any, with respect to this bid. Bidders should also e-mail their queries/suggestions to empe@vmou.ac.in at least 1 day before the Pre-bid meeting, so that the same can be suitable addressed as per rules.
6. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall Compulsorily bound to give 5 years Warranty, etc.
7. The bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document as Per Rule 60,61 of RTPP-2013, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired Information/documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which not materially affects the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts of the case and decide the bid evaluation accordingly.
8. The bidder will have to deposit (i) The DD/Banker's Cheque of prescribed cost of tender Rs. 2000/- and DD/Banker's Cheque for BID SECURITY Rs 600000/- in favour of VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA payable at Kota; (ii) The prescribed Processing Fee Rs.2000/- of RISL by way of DD/Banker's Cheque in favour of Managing Director, Raj-COMP Info Services Ltd. (RISL), payable at Kota
9. The Tender cost, Bid Security and e-tender processing fees of RISL, in Envelope is to be deposited with prescribed time at Office of OIC, Purchase & Store Vardhman Mahaveer Open University Kota Rawatbhata Rd, Kota.
10. Bidders are requested to submit their bid with all required documents and formalities as on date mentioned in bid and ready for presentation as per scope of work. Any queries regarding scope of work may be taken by presence at office during office hours before last date of bid submission.

11. Bidders who wish to participate in this tender, will have to register on <http://eproc.rajasthan.gov.in> (bidders registered earlier need not to get registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can contact e-Procurement Cell, Department of IT & C, Government of Rajasthan on the following address:- **e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Kota, e-mail: eproc@rajasthan.gov.in**
12. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section on <http://eproc.rajasthan.gov.in> for further details about the e-tendering process.
13. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
14. **Submission of bid(online)**
 - 1) **Cover-1:-**Up load the scanned copy of DD/Pay Order towards Cost of tender document, processing fee of RISL and BID SECURITY and All Non-financial information in the Formats as per tender(in .pdf)
Technical Bid document (Online only) (List of required Formats/documents to be submitted online duly signed by Authorized Signatory) The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.
 - 2) **Cover-2: -** Price bid as per Format attached. (**on-line ONLY**)

NOTE: - The financial bid (Price bid) is to be submitted as per format **Annexure- B:-** be uploaded on <http://eproc.rajasthan.gov.in>
15. **All the required information shall be furnished strictly in the prescribed formats only. Any information indicated other than the prescribed formats shall not be entertained.** The bid shall be evaluated on the basis of information furnished in the prescribed formats only.
16. **All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Kota, Rajasthan.**
17. **Correspondence for enquiries and clarifications.**

All correspondence in writing must be in respect of the tender and submission shall be addressed to In charge, Purchase & Store & Director, IT & EMPC at Email ID respectively cps@vmou.ac.in & empc@vmou.ac.in .

1. ABBREVIATIONS & DEFINITIONS:

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	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.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any BID, proposal or quotation in electronic format
Bid Security	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.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	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
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till completion of the project which extendable with mutual consent.
Day	A calendar day as per GoR/ GoI.
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	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
VMOU	Vardhman Mahaveer Open University, Kota.
GST	Goods and Services Tax.
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution

ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	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
Procurement/ Public Procurement	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.
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Procuring Entity/ Bidding Authority	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. VMOU in this bid document.
RSAD	Rajasthan State Archive Department
RVAT	Rajasthan Value Added Tax
Services	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
SLA	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.
State Government	Government of Rajasthan (GoR)

State Public Procurement Portal	www.sppp.rajasthan.gov.in
SP	Service Provider
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN/GSTIN	Tax Identification Number/GST Identification Number
TPA	Third Party Auditors
VAT/ Cen VAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

Technical Bid

(Supply, Installation & Commissioning of Server & Other Items at VMOU Kota)

(To be filled by the Bidder)

NIB No. 10/2026-27 Date: 23.05.2026

Sr. No.	Description	Attachment Details With Page No.
1.	Name of Bidder	
2.	Full Office address	
3.	Contact. No.	
4.	Email Id	
5.	Firm bank account no. with Name of Bank & IFSC Code	
6.	Nature of firm (whether the firms ownership is sole proprietorship or partnership)	
7.	Name & Contact details of person authorized to Sign the bid & Contract (declaration should be attached).	
8.	Details of Demand Drafts.	
	D.D. for Bid fee of Rs 2000/- in favor of Vardhmaan Mahveer Open University, Kota Payable at Kota.	D.D. No. - Date :
	DD for RISL Processing Fee of Rs 2000/- in favor of Managing Director RISL, Jaipur Payable at Jaipur.	D.D. No. - Date :
	D.D for Bid security of Rs 600000/- in favour of Vardhman Mahaveer Open University, kota Payable at kota.	D.D. No. - Date :
9.	PAN No. & GST No. : Enclose signed copy of PAN & GST Registration.	
10.	Annexure A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed shall be enclosed	
11.	The Minimum eligibility criteria which will be required to be fulfilled will be as per Annexure-I .	
12.	An Affidavit of after sale and services on Rs. 100/- non judicial stamp as per format Annexure-III should be attached with technical Bid .	
13.	Self declaration submit on letterhead with Sign & Seal of firm for Bidder not to be black listed any where at present & during last three years as per Annexure-IV.	
14.	Terms & Condition of Bid & Contract shall be enclosed with Sign & Seal of Bidder.	
15.	Bidder shall be submit copies of last 3 years (2022-23, 2023-24,2024-25/2025-26) Income Tax return .	
16.	Bidder shall be submit their authorization certificate of OEM/distribution/dealership of the items.	
17.	Proposal may come from the bidder who must have average turnover of minimum Rs. 3.00 crores in any of the 3 financial years during last 7 years i.e. 2019-2020 to till bid Submission end date. Bidder must submit C.A. Certificate with C.A.'s registration Number/Seal Clearly Stating the 'Average Annual Audited Turnover' of the Bidder. Audit Report of Concerning Fin. Years should be attached .	

Note : Bidder shall upload all signed & Scanned Copies with technical bid as above .

Declaration

I/we hereby certify that the information furnished in the above tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my tender shall be liable to be cancelled / terminated without any notice or compensation in lieu thereof.

Date :

Place:

Signature & Seal of the bidder

PRE-QUALIFICATION/ELIGIBILITY CRITERIA:**1. A - Minimum Qualification Criteria**

Bidder should submit documentary evidence in respect of all below mentioned criteria while submitting the proposal. Vendors whose Proposal do not fulfill the below mentioned criteria or who fail to submit documentary evidence to the satisfaction would be rejected.

The bidder must meet the following minimum qualifications for configuring Windows Server Distributed File System Replication (DFSR), Active Directory with Group Policy, and Application Migration from the existing infrastructure to the new infrastructure, and Microsoft SQL Server Configuration:

Description	(Compliance - Yes/ No)
1. General Experience & Certification Requirements 1.1 The bidder must have a minimum of 3 years of experience in configuring and managing Windows Server 2016/2019/2022. (Documentary evidence purchase order copy/ Satisfactory Completion certificate report) 1.2 The bidder must have successfully executed at least two (2) similar projects involving Active Directory, Group Policy, Application Migration, and MS SQL Server configuration. (Documentary evidence purchase order copy) 1.3 The bidder's team must include at least one (1) Microsoft Certified Professional (MCP) in Windows Server Administration or Microsoft Certified: Windows Server Hybrid Administrator Associate. (Documentary evidence certification copy)	
2. Distributed File System Replication (DFSR) Configuration 2.1 Expertise in configuring and managing DFS Namespaces and DFS Replication for high availability and disaster recovery. 2.2 Ability to design DFS replication topologies (Hub-Spoke, Full Mesh, etc.). 2.3 Experience in configuring staging folders, conflict resolution, and bandwidth management for optimized performance. 2.4 Knowledge of DFS permissions, NTFS security settings, and role-based access control (RBAC). 2.5 Proficiency in monitoring and troubleshooting DFS replication issues using DFS Management Console, Event Viewer, and PowerShell.	
3. Active Directory (AD) and Group Policy (GPO) Configuration 3.1 Expertise in designing and deploying Active Directory Domain Services (AD DS) infrastructure. 3.2 Ability to configure and manage Group Policy Objects (GPOs) for user and computer settings. 3.3 Knowledge of LDAP, Kerberos authentication, domain trust relationships, and role-based access control. 3.4 Implementation of security baselines, folder redirection, roaming profiles, and login scripts. 3.5 Experience in hardening AD security, managing privileged access, and implementing MFA/SSO solutions.	
4. Application Migration from Existing to New Infrastructure 4.1 Proficiency in assessing application compatibility and dependencies before migration. 4.2 Experience in migrating enterprise applications, server roles, and Active Directory-integrated applications. 4.3 Expertise in performing database migration, workload balancing, and infrastructure optimization. 4.4 Ability to develop rollback plans and ensure minimal downtime during migration. 4.5 Post-migration validation and performance tuning for enhanced stability and efficiency.	
5. Microsoft SQL Server Configuration & Optimization 5.1 Experience in installing, configuring, and managing MS SQL Server 2016/2019/2022. 5.2 Ability to perform database backup, restoration, and high availability configurations (Always On, Failover Clustering, Log Shipping, etc.). 5.3 Expertise in SQL performance tuning, indexing strategies, and query optimization. 5.4 Knowledge of SQL Server security best practices, including user permissions, encryption, and role-based access control. 5.5 Ability to integrate SQL Server with Active Directory and DFS for optimal performance and security.	

1. B - Technical Qualifying Criteria

Note1:"Similar work "means that the Bidder has successfully executed“ Supply, Installation of Servers ”OR“ Configuration/Support of Servers ” for Central/State Govt. Organization/PSU company.

Note 2: "Documentary evidence" for satisfactory completion / execution of work will include:

- I. Letters of award from clients for each project along with Completion certificate issued by the client/Third party inspection agency(or)
- II. Letter of award along with atleast 90% payment receipt duly attested by CA/auditor/Authorized bid signatory/ Third party inspection agency(or)
- III. Valid document for intimation of award: Copy of invoice raised and proof of receipt of atleast 90% payment for an order duly attested by CA/auditor/Authorized bid signatory/Third party inspection agency.

Technical Qualifying Criteria			
Parameter	S. No.	Criteria	(Enclose – documentary evidence)
Legal Entity	i.	Bidder should have valid PAN,GST registration as on bid submission date.	Copy of valid PAN & GST registration duly attested by authorized bid signatory with Latest GST Return with No
	ii.	The Bidder should have Registered Office/Head Office in India.	Valid proof of office in India duly attested by the authorized bid signatory.
	iii.	Bidder should have valid CMMI L3 or higher certification as on bid submission date.	CMMI L3 certificate duly attested by authorized bid signatory.
	iv.	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishment Act, 1958 or any other Act of State/Union, as applicable for dealing in the subject matter of procurement. Or A company registered under Indian Companies Act, 2012 A partnership firm registered under Indian Partnership Act, 1932 (Note: In case of non applicability of the above, a self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) Any kind of joint venture or consortium shall not be allowed.	Copy of valid Registration certificates OR copy of certificates of incorporation OR relevant documents.
Financial	i.	Annual average turnover of Bidder should be minimum Rs. 3.00 crores in any of the 3 F.Y. during last 7 FY i.e. 2019-20 to till bid submission end date.	CA Certificate with UDIN No. & Copy of audited Balance Sheet and Profit& Loss account .
Experience	i.	a) A Company/Firm/Limited Liability Partnership registered in India for a period of atleast three (3) years before the bid submission end date	Copy of Certificate of Incorporation/other relevant document duly attested by authorized bid signatory and minimum 5 years experience.
	ii.	The bidder must have successfully completed similar work during last 7 financial years i.e. 2025-26, 2024-25, 2023-24, 2022-23, 2021-22, 2020-21 and 2019-20 up to bid submission date as per below criteria: (i) One similar completed work costing not less than the amount equal to Rs. 2.4 crores. (ii) Two similar completed works costing not less than the amount equal to each Rs. 1.5 crores (iii) Three similar completed works costing not less than the amount equal to each Rs. 1.2 crores	Copy of Purchase order/Work order with completions work satisfactory certificate should be submitted.

Obligator y	i.	Bidder must not stand declared ineligible/blacklisted/banned/ debarred by any PSU/ Ministry/Govt. organization from participation in its Tender Processes.	Undertaking to be submitted on letter head of the company duly signed by Authorized bid signatory.
Funcio nal	ii.	The Bidder should be OEM or Authorized Partner/Distributor/ System Integrator of the OEM(s) of the offered product(s) like Server, KVM, Microsoft and Switch.	Bidder to submit documentary proof (MAF), specifically in reference to this bid ,duly signed by Authorized bid signatory for each component.
Technical Resources	iii	Minimum 10 technical resources should be on bidder's payroll as on date of bid submission end date in the category of Implementation of Server/ configuration domain	Resources list duly certify by HR & attested by authorized bid signatory.

2. Supply & Installation of the Hardware

- 2.1.1 The successful bidder referred to as System Integrator (SI) shall deliver all the items as per BoQ at the VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA location(s) along with required documents as per details provided in this document along with necessary accessories and associated components.
- 2.1.2 The hardware should be supplied with all the required installation material/accessories(whenever required) for successful installation. The software supplied should be genuine OEM licenses(as applicable as per OEM licensing policy) along with the paper licenses.

2.2 Configuration of servers

- 2.2.1 VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA upon receipt of delivery of all the ordered items may inspect all the supplied items during the delivery/installation to validate them in compliance with the work order.
- 2.2.2 The servers delivered as part of BoQ should be with preconfigured OS and licenses should be perpetual with up date &upgradable option. The successful bidder will perform installation/Configuration and any activity which required to enable the functioning of supplied items in line with existing setup.
- 2.2.3 The preinstalled OS should be in accordance with best industry security configuration and to implement security best practices for systems, including user authentication, authorization, and encryption of sensitive data.

2.3 Documentation & Knowledge Transfer

- 2.3.1 Provided documentation of installation & configuration steps including the system architecture diagrams, configuration files and maintenance procedures and SoPs.
- 2.3.2 Provide comprehensive training to system administrators and support staff.
- 2.3.3 The training should be atleast for 5Days onsite and the bidder shall arrange training documentation before hand and provide it along with the equipment familiarization.

2.4 Maintenance & Support

The warranty of the servers and supplied tools/software/licenses shall be effective from the date of installation / testing / commissioning of the hardware.

- 2.4.1 The software & Hardware supplied shall include all the patches, updates and upgrades as per warranty clauses.
- 2.4.2 The bidder shall also provide a 'Single Point of Contact (SPOC)', help desk number, email address, escalation matrix for future communication and availing of services from the System Integrator.

2.5 Warranty & Guaranty

- 2.5.1 L1 will be decided on the basis of total of BOQ.
- 2.5.2 Bidder should have to arrange after sales and service support during the period/years as mentioned in specification documents.

Signature & Seal of the bidder

INSTRUCTION TO BIDDERS (ITB)

1. Sale of BID Documents

- a) The sale of bidding documents shall be as per the schedule given in Bid Document. The complete bidding document shall also be placed on the State Public 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 to any prospective bidder who pays the price for it by bank demand draft..

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 on sppp.rajasthan.gov.in, e-proc.rajasthan.gov.in and vmou.ac.in website ..**
- 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 the 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) Validity of bid shall be 90 days from the last date of submission of bids.
- b) 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.
- c) 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.
- d) 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) Bidders must submit their bids online digitally signed through **e-proc.rajasthan.gov.in**.
- b) All the documents attached with Bid document should be signed by the authorized signatory.
- c) A Single stage- two-cover/envelope system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee	DD only
2.	Bid Security Fee	DD only
3.	RISL Processing Fee	DD only
Eligibility and Technical Documents		
As per prequalification & eligibility criterion		

Note: Bidder must submit the enclosed check list duly filled.

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure.
2.	Financial Bid	As per format available in Bid document

f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

5. 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 English or Hindi 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 passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

7. 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) The 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.
- b) The bid security may be given in the form of a demand draft, in the specified format, of a scheduled bank.
- c) 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 the opening of bids;
 - b. When the bidder does not execute the agreement, if any, after placement of the 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 the supply/work order within the time specified;
 - d. when the bidder does not deposit the performance security within a specified period after the supply/work order is placed; and
 - e. if the bidder breaches any provision of the code of integrity, prescribed for bidders, specified in the bidding document.
- i) Notice will be given to the bidder within a reasonable time before the bid security deposit 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 the validity of bid security;
 - b. The execution of the 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.

8. Deadline for the submission of Bids

- a) Bids shall be received online only as per the date and time mentioned in the bid document.
- e) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid meeting/conferences 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 done by uploading on **sppp.rajasthan.gov.in, e-proc.rajasthan.gov.in and vmou.ac.in website**. It would be ensured that after issuing of corrigendum, a reasonable time is available to the bidders for the 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 the 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.

9. Opening of Bids

- a) The Bids shall be opened by the procuring committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee, bid security;
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security/ Bid Security declaration
- f) The Financial Bids shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.
- g) Bid will be declared technically successful only after presentation form the bidder on date and time mentioned in the bid.

10. Selection Method

- a) The selection method is Quality and Cost Based Selection (QCBS).

11. Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the procuring 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 e-mail.
- 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.

12. 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.

- b) Negotiations may, however, be undertaken only with the 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 most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

13. 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.

14. 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 pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval of the procuring entity, clearly including views of the accounts/finance member of the committee.
- c) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide as to whether to sanction the single bid or re-invite bids after recording its reasons for doing so.
- 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.

15. 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 whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

16. 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.

17. 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.

18. Right to vary quantity

(1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

(2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.

(3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-

- a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- b) 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

- (i) the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;
- (ii) that the additional quantities so procured shall be part and parcel of the work being executed;
- (iii) that the limit of 50% of the value of original contract shall not be exceeded in any case.

19. Performance Security

- a) Performance security shall be solicited from all successful bidders except the,-
 - (i) Departments/ Boards of the State Government or Central Government;
 - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act,2013;
 - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the auditor appointed by the comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
 - (iv) Autonomous bodies, Registered Societies, cooperative Societies which are owned or controlled or managed by the State Government or Central Government.”
 However, a performance security declaration shall be taken from them.
- b) (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered The amount of performance security shall be 5%, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2.5% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - (i) Bank Draft or Banker's Cheque of a scheduled bank;
- d) Forfeiture of performance Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply/Services satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- f) No interest shall be payable on the PSD.

20. Additional Performance Security:

- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through Demand Draft, Bankers's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,

- (iv) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - (v) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
 - (vi) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid value minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed with-in stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity”

21. Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 07 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's 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.

22. 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 authorized 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.

23. 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 who's 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.

24. 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 behavior 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;
- b. disclosure of conflict of interest;
- c. 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.

25. 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.

26. Appeals

- a) Subject to “Appeal not to lie in certain cases”, 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 there under, 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 10 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:
 - i. 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:
 - ii. 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 (b) 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 (b) 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 it of 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: - Hon'ble Vice-Chancellor, VMOU, Kota.
 Second Appellate Authority:- Secretary, Higher & Technical education, Rajasthan Govt..
 Form of Appeal:
- i. Every appeal under (a) and (c) above shall be as per Annexure of this Bid, along with as many copies as there are respondents in the appeal.
 - ii. 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.
 - iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- f) Fee for Appeal: Fee for filing appeal:
- i. 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.
 - ii. 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.
- g) Procedure for disposal of appeal:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. The order passed under (iii) shall also be placed on the State Public Procurement Portal.
- h) 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.

27. 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.

28. 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.

29. Offenses by Firms/ Companies/Bidders

- 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.

30. 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.

31. Monitoring of Contract

- (a) An officer-in-charge or committee may be nominated by procuring entity to monitor the progress of the contract during its contract period.

32. All provisions regarding Bid (whether silent in bid) shall be governed by RTPP Act 2012 and RTPP Rules 2013 which can be seen on website www.financerajasthan.gov.in .

GENERAL TERMS AND CONDITIONS OF BID & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

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 Procuring entity 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/Services from the successful/ selected bidder to the Procuring entity in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods/services" means all "goods/services/product" includes module development, source code development, design, and hosting of data base and credentials etc.
- h) "Procuring entity" means the entity procuring the Goods/Services 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 Procuring entity 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/services 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.

1. 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.

2. 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 Procuring entity 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, is 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.

3. Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Procuring entity, shall be written in English/ Hindi 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.

4. Joint Venture, Consortium or Association

The bidder shall not enter into any Joint Venture, Consortium or Association with other agency without the permission of Procuring entity / Bidding Authority.

5. Eligible Goods / services and Related Services

For purposes of this Clause, the term "goods/services/product" includes module development, source code development, design, and hosting of data base and credentials etc. and "related services" includes services such as supply, installation, integration, testing, commissioning, training, and provide warranty as set out in the document.

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. Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods/services/product and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

9. Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods/services/product and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document/ Work Order.
- b) The contract for the services / module development and its operation can be repudiated at any time by the procuring entity, 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/ service provider / 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/ service provider / 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.

10. Supplier's/ Selected Bidder's Responsibilities

The Supplier/ Selected Bidder shall supply all the goods/ services and related services included in the scope of supply/work in accordance with the provisions of bidding document and/ or contract.

11. Procuring entity's Responsibilities

Whenever the supply of goods/ services and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Procuring entity 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.

12. 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 / services 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.

13. Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles, defective / delayed services etc. shall be made ordinarily from bills.
- b) The Procuring entity 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 VMOU.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Procuring entity shall take recourse to law in force.

14. Taxes & Duties

- a) The TDS, GST and all statutory deductions if applicable, shall be deducted at source by Procuring entity as per prevailing rates.
- b) 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/Services to the Procuring entity.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Procuring entity shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

15. Copyright:

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Procuring entity by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Procuring entity 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.

16. Confidential Information

- a) The Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity or Supplier/ Selected Bidder need to share with VMOU or other institutions participating in the Contract;
 - 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.

17. Sub-contracting

Subcontracting is not allowed under this project.

- 18. . Penalty:** The service provider will resolve any technical fault occurred during operation of module within 24 hours, otherwise a penalty of sum of Rs. 1000/- per day will be imposed and the same is not resolved within 72 hours than double penalty i.e. Rs. 2000/- per day from date of occurrence of technical fault will be applicable till the resolution of fault. The penalty amount will be deducted from the due payment of the service provider.

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

- a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to perform the Related Services within the period specified in the Contract, the Procuring entity 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 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 Procuring entity 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/services 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 Procuring entity 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 Procuring entity 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 VMOU was required to supply them to the supplier of 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 VMOU 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 and department is free to award work to any other agency on the risk and cost of original supplier/ selected bidder.
 - vi. If VMOU is in need of the good 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 : -

No.	Condition	LD in
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		%*
a.	Delay up to one fourth period of the prescribed period of delivery , installation and commissioning.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery , installation and commissioning.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery , installation and commissioning.	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery , installation and commissioning.	10.0 %

- 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 percentage refers to the payment due for the goods/ service/ works/.
- e) In all cases, maximum amount of liquidated damages (including penalty defined at sub- clause e above) shall be 10% of the total project cost.

20. Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Procuring entity's compliance with sub-clause (b) below, indemnify and hold harmless the Procuring entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - i. the installation of the Goods / services by the supplier/ selected bidder or the use of the Goods / services in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods / services.
Such indemnity shall not cover any use of the Goods / services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods / services or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Procuring entity arising out of the matters referred to above, the Procuring entity shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Procuring entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Procuring entity within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring entity shall be free to conduct the same on its own behalf.
- d) The Procuring entity shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Procuring entity shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring entity.

21. 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 Procuring entity; and

- b) the aggregate liability of the supplier/ selected bidder to the Procuring entity, 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 Procuring entity with respect to patent infringement.

22. Change Orders and Contract Amendments

- a) The Procuring entity may at any time order the supplier/ service provider/ 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 / services to be furnished under the Contract are to be specifically manufactured for the Procuring entity;
 - ii. 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 after only acceptance by the procurement entity in the Contract Price or in the Delivery and Completion Schedule 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 Procuring entity’s change order.
- c) No advance will be given to the bidder at any stage.

All the terms and conditions as per Bid document, agreement, RTPP Act. 2012, RTPP Rules 2013 and amendments issued there under time to time shall be applicable.

24. Payments:-

- a) Payment will be made as per the report of IT & EMPC department after successful Supply, Installation and testing.
- b) At the every stage of above payment, satisfactory work completion certificate/report is to be obtained from the concerned section (IT & EMPC) of the VMOU, as per specification, spelt out in bid document.
- c) The supplier’s/ selected bidder’s request for payment shall be made to the Procuring entity in writing, accompanied by invoices describing, as appropriate, the goods/services delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods/services which need testing shall be made only when such tests have been carried out, and test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments.
- i) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- j) No Advance Payments shall be made

25. Termination

a) Termination for Default

- i. The tender sanctioning authority of VMOU 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 there of granted by VMOU ; 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 have be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/selected bidder commits a breach of any condition of the contract.

- ii. If VMOU 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.

VMOU may at any time terminate the Contract by giving 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, the 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 VMOU.

c) Termination for Convenience

- i. VMOU, 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 the performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on the 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/services 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/services, 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/services and Related Services and for materials and parts previously procured by the supplier/selected bidder.

26. Settlement of Disputes:

- a. The university reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
- b. 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 of Kota City, and by no other court, after the decision of the standing committee for settlement of disputes.

27. All other Terms and conditions not specified in the BID shall be according to RTPP ACT 2012 and RTPP rules 2013.

VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Rawathbhata Road, Kota -324021

SPECIAL TERMS & CONDITIONS OF BID & CONTRACT

Note:-Bidders should read these conditions carefully and comply strictly while submitting their tenders.

- वर्तमान में विश्वविद्यालय अपने लाखों विद्यार्थियों को प्रवेश आवेदन से परिणाम घोषणा तक की गतिविधियों हेतु ऑनलाइन सुविधाएं सर्वर कक्ष में स्थापित DELL-M1000E Blade Server के माध्यम से उपलब्ध कराता है। विभिन्न ब्लैड सर्वर (Power-Edge-M620) के माध्यम से Active Directory, विश्वविद्यालय वेबसाइट (Ubuntu-Mysql), विश्वविद्यालय archive वेबसाइट (Ubuntu-Mysql), विश्वविद्यालय ERP (Windows Server-MSQL), SLM/ Question Bank/ Old Exam Papers Repository Server (Ubuntu-Mysql), Exam Practical Marks Server (Windows – NodeJS - MongoDB), Exam Ecentre Server (Windows – NodeJS – MongoDB), RKCL Server (Windows Server-MSQL), Exam Evaluation Server (Windows – NodeJS – MongoDB) and DELL ME5012 Power Vault storage से विभिन्न प्रकार की ई-सर्विसेस लाखों विद्यार्थियों को निर्बाध रूप से 24x7 मुहैया कारवाई जाती है। उक्त सर्वर पुराने होने के कारण क्रय किए जाने वाले नए सर्वर को सर्वर रूम में स्थापित किए जाने का कार्य एवं वर्तमान सर्विसेज को नए सर्वर में मइग्रेट किए जाकर मय storage मैपिंग सभी ई-सर्विसेस को सुचारु रूप से चलाने का पूर्ण कार्य एवं जिम्मेदारी आपूर्तिकर्ता फर्म की होगी।
- Pre Bid में केवल लिखित अभ्यावेदन स्वीकार्य होंगे। Pre Bid के पश्चात किसी भी प्रकार का कोई अभ्यावेदन स्वीकार्य नहीं होगा उसपर कोई विचार नहीं किया जावेगा। Pre Bid दिनांक तक संबंधित निविदादाता उनके प्रतिनिधि Pre Bid बैठक के दिन व्यक्तिशः अथवा ई-मेल (cps@vmou.ac.in) के माध्यम से संबंधित अभ्यावेदन प्रस्तुत/प्रेषित किये जा सकते हैं। Pre Bid पश्चात मेल स्वीकार्य नहीं होंगे।**
- निविदादाता विनिर्माता/वितरक अथवा सदभावी अधिकृत/authorised व्यवहारी (bonafide dealer) होना चाहिए। निविदादाता को उसके द्वारा quoted ब्रांड के विनिर्माता द्वारा जारी वैध Authorization प्रमाण पत्र संलग्न करना होगा।
- निविदादाता का गत 7 वर्षों में (2025-26, 2024-25, 2023-24, 2022-23, 2021-22, 2020-21 and 2019-20) किसी भी 3 वर्षों का औसत टर्न ओवर न्यूनतम राशि रु. 3.00 करोड़ होना चाहिए। निविदादाता को CA द्वारा जारी प्रमाण पत्र (UIDN सहित) एवं Audited Balance Sheet प्रस्तुत करना होगा।
- निविदत आइटम्स के स्पेसिफिकेशन Annexure-II पर अंकित है। निविदादाता को Compliance Sheet (Annexure-II) की पूर्ति करनी होगी। Compliance Sheet में मेक एवं मोडल का अंकन करना आवश्यक होगा। Compliance Sheet में Yes/No का स्पष्ट अंकन किया जावे यदि कोई Deviation हो तो वह भी अंकित करे। Compliance Sheet अपूर्ण होने पर निविदा अस्वीकार की जा सकेगी।
- निविदादाता द्वारा Standard Make/Models ही Quote किये जावे।
- निविदा में अंकित आइटम्स की संख्या अनुमानित है जो आवश्यकतानुसार कम या ज्यादा हो सकती है RTTP Rule 73 लागू होगा।
- निविदा की शर्तों के संबंध में कोई शंका हो तो किसी भी कार्यदिवस में निदेशक, IT & EMPC/ क्रय शाखा (Room No. 114) में जानकारी ली जा सकती है।
- निविदादाता को उसके द्वारा आपूर्तित आइटम्स वि.वि. के कोटा मुख्यालय पर अपने व्यय पर इंस्टाल करने होंगे।
- OEM (Original Equipment Manufacturer) certified company होनी चाहिये।
- Warranty के दौरान मुख्यालय पर स्थापित आइटम्स की after sale service सुनिश्चित करनी होगी। इसके लिए निर्धारित प्रपत्र (Annexure- III) में शपथ-पत्र (100 रु. के नॉन ज्युडिशियल स्टाम्प पर) प्रस्तुत करना होगा। वारंटी के लिए अतिरिक्त भुगतान नहीं किया जावेगा। OEM के अधिकारिक ऑनलाइन वेबसाइट/पोर्टल पर वारंटी प्रदर्शित करना आवश्यक होगा।
- सफल निविदादाता को आपूर्ति के साथ मैनुअल/दिशा निर्देशिका उपलब्ध करनी होगी। निविदत आइटम्स इंस्टाल कर संचालित कर दिखाने होंगे। सम्बंधित प्रभारी (IT & EMPC) से संतोषजनक इंस्टालेशन रिपोर्ट लेनी होगी जो बिल के साथ संलग्न करनी होगी।
- Consumables/spares:** All hardware & software including drivers, device interface cards/network adaptor card must be pre-installed & pre-configured in the computer /equipment provided.
Licensed version of system software should be provided by vendor (with up-gradable version). if such system is also a part of supply.
Manual - Hard copies of instruction/operation/service manuals should be supplied.

Note: - I have read the above terms and conditions of contract carefully and I shall be abide by the same.

Date:

Place:

Signature & Seal of the bidder

Specification/Configuration of Required Items

1. Rack Server (Four Socket):

S. No.	Features	Specifications Required
1	Processor	Minimum 2 No of 4th Gen Intel Xeon Gold 6400 Series Processor (16 Core, 2.4GHz, 60MB Cache) or higher
2	Memory	2 TB Memory scalable to at least up to 6TB, using DDR5 RDIMM / LRDIMM memory modules
3	Hard disk drive with carrier	Minimum 4 * 960 GB hot plug SFF (SSD).
4	Storage Controller	Integrated PCIe 3.012Gb/s SAS Raid Controller with 2GB Cache supporting RAID 0, 1, 5, 6, 10, 50, 60
5	Network adapter	Dual Port 10/25 Gbps SFP+ SR Ethernet adapter with minimum four SFP modules of 10Gbps and 25Gbps each
6	USB Drives	Minimum Three USB 3.0 Ports.
7	External Storage Connectivity	Dual port 16 Gbps Fiber Channel HBA
8	Graphics/Video memory	Integrated Graphics controller with at least 16MB of video frame buffer OR Integrated 8MB DDR4 video memory
9	Management Features	System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive, It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder, Server should have dedicated remote management port,
10	Security Features	1. System should support Trusted Platform Module 2.0, UEFI Secure Boot, Cryptographic signed BIOS and BMC firmware, Intel Platform Firmware Resilience,
		2. System management should support Redfish V1.8, IPMI V2.0 Compliant, onboard "KVM over IP" support, Baseboard management controller.
		3. BIS and ROHS should be the only certification required as rest are not meant for India.
		4. The Offered server should have certification with latest OS version of Microsoft, VMWare, RHEL and SUSE.
11	Power	Minimum Dual Power Supplies with high availability and redundant hot pluggable fan, All power supplies should support Active/ Standby mode
12	OS Support	Windows Server, VMware ESXi. Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES)
13	Support	5 Years support with 4 Hour On-site response

2. 24 Port Switch:

General		Layer 2 24 port Gigabit switch	Remarks
Device Type:		Fully Managed Layer 2 Switch	
Ports Qty.:		Switch should have minimum 24 nos. 10/100/1000Base-T ports and additional 4 nos. SFP+ ports.	
		Switch should have minimum 24 nos. 10/100/1000 Base-T ports and additional 4 nos. SFP+ ports with POE ports	In case of POE Port require in Switch
Flow Control	Supported for Full duplex mode and auto negotiation mode.		
		Memory	
Flash Memory:	minimum 128 MB flash		
Power	Support for External redundant power supply if required		

Performance	
Switching Capacity	Minimum 100Gbps
MAC Address Table Size	Shall have minimum 16000 MAC addresses
Networking Features	
IPv4 & IPV6	Both (IPv4 and IPv6) should be supported
Status Indicators:	Link activity, Power LED
Vlans	Should support Port, Voice Vlan, Private Vlan, GVRP, Should support minimum 1024 VLAN
DHCP and DHCP relay	Should support DHCP , DHCP relay
Redundancy Protocols	Should support STP, RSTP, MSTP, Should support 802.1x and Guest vlans , Port Mirroring
Management Function	
Configuration	Should support CLI, and SNMP V1/v2/v3 based managements
Miscellaneous	
Authentication Method:	Switch should support (SSH), RADIUS, TACACS+
Power	
Power Device:	Power supply AC
Voltage Required;	AC 100 to 240 V(50 to 60 Hz)

3. Microsoft SQL Server License (Consider Licensing Under Education Category, If Applicable) Latest Version for following components:

Category	Database Management System Software (Consider Licensing Under Education Category, If Applicable)
Software components /Modules covered in the offered product	1.RDBMS General, 2.RDBMS Security, 3.RDBMS Replication, 4.RDBMS Clustering, 5.RDBMS Performance, 6.RDBMS Spatial, 7.RDBMS Management, 8.RDBMS Integration, 9.RDBMS Backup, 10.RDBMS Analytics, 11, RDBMS Transactional

4. Cat 6U UTP Patch cord 2 Mtr.:

Parameter	Specification
TYPE	24 AWG Cat 6 U/UTP Stranded Patch Cable, TIA-568C Category-6, UL-listed Length Shall be 3 Mtr. or Equivalent length in Feet
Standards	Shall conform to Category-6 as per the ANSI/TIA-568.2-D, ISO/IEC 11801 Class E
Flame Standards	Shall be IEC 60332-3 Compliant
Diameter	Patch cord Diameter shall not be more than 6 mm

5. 42U Server Rack Fully Loaded:

42U NETWORK/Server RACK;	
1	Racks manufactured out of steel sheet punched, formed, welded and Powder coated
2	Rack should be from ISO 14001, 27000 Certified Company & UL Listed
3	Standard for Racks configuration will be welded/CKD frame and side panels and vented top cover
4	Rack should have Front Convex Single Perforated Door and Dual Perforated door at Rear .
5	Rack should have 2 no's of removable side panel with slam latch.
6	Rack should have provision to mount racks on Floor, It should be with castor & levelers.
7	The Rack unit supported by casters static load of at least 750Kgs and by Levelers should support a static load of at least 1250Kgs.

8	Rack should have provision to mount racks on Floor
9	Rack should be 42U (1U = 44.45 mm) in Height.
10	It should be 800MM Wide, 1000MM Deep and Overall height 2115 MM.
11	Rack should include adopter kit 1 no (loop type)
12	Rack should Conform to DIN 41494 or Equivalent EIA /ISO / EN Standard
13	Rack should have Adjustable mounting depth,
14	Rack 4 No Adjustable, 19" verticals with Punched 9mm Square Hole and Universal 12.7mm-15.875mm-15.875mm alternating hole pattern offers greater mounting flexibility, maximizes usable mounting space.
15	Rack should have Numbered U positions,
16	Rack should have 100% assured compatibility with all equipment conforming to DIN 41494 (General industrial standard for equipment)
17	Powder coated finish with seven Tanks pretreatment process meeting Is
18	Rack should have Proper Grounding & Bonding
19	Rack should have Fan module Mount Provision on top Cover
20	Rack should have Fan tray with 4 no's 90 CFM Fan
21	Rack should have 1 No Fixed shelf with 715mm depth for mounting NON Rack mountable Equipment
22	Rack should have 1 No Key Board shelf with 715mm depth
23	Rack should have 1 Horizontal Cable manager
24	Rack should have 2 No Server /IT Rack mount power distribution unit, 1Ph, 230V, 32A, 50/60Hz, Zero U standard with 12 X Indian Round Pin 5/15A, 16A MCBX2Circuits- PDU Rating 7.3KVA/Bottom feed-3Mt/ Black/ Inlet Plug Not Installed

6.KVM Switch:

KVM Switch	
1	16-Port multi-Interface Cat 5 Dual Rail LCD KVM over IP switch
2	One local/remote share access bus -allowing IT administrators to monitor and control up to 16 servers
3	17" LED-backlit LCD monitor and keyboard with built-in touchpad
4	Computer connection Direct - 16 and can be extended up to 256 via daisy chain.
5	Connectors:KVM Ports - 16× RJ45 Female
6	Daisy chain Port - 1x DB 25 Male
7	Firmware Upgrade- 1×R1-11 Female
8	Console Ports- 1× HDB-15 Female(Blue)
9	2 x USB Type A Female
10	1× 6-pin Mini-DIN Female (Purple)
11	1x 6-pin Mini-DIN Female (Green)
12	External Mouse Port - 1x USB Type A Female
13	Selection methods: Manual (via front panel pushbuttons), Hotkey, OSD (On Screen Display) and Browser-based GUI.
14	Superior Video Quality with supported resolution up to 1920×1200 @60 Hz for up to 30 m and 1280×1024 @ 75Hz up to 50 meters.
15	Additional USB mouse port on front panel that supports external mouse
16	LCD Module can be capable to rotate up to 120 degrees for a more comfortable viewing angle.
17	Multiplatform support: PC, Mac, Sun and Serial or better
18	Multi-browser support: Internet Explorer, Chrome, Firefox, Safari, Opera, Edge
19	Supports up to 64 user account and up to 32 concurrent logins.
20	Should support RADIUS, LDAP, LDAPS, and MS Active Directory.
21	Console lock- enables the console drawer to remain securely locked away in position when not in use
22	Should have multiple LEDs to show online, selected Status, Power, LCD Power &Station ID.
23	Panel Response time -5 ms
24	LCD module should support color up to 16.7 M or better.
25	Supported contrast ratio for the panel is 1000:1 or better.
26	Should support brightness up to 250 nits or better.
27	with compatible adaptor for connectivity with VGA/HDMI interface
28	Operating Temperature -0-40°C
29	Housing - Metal
USB HDMI Virtual Media KVM Adapter with Smart Card Support	
1	Supports Superior video quality - supports resolution up to 1920× 1200
2	Supports Auto Signal Compensation (ASC), no DIP switch setting needed for the different distances

3	Connectors: Computer -2x USB Type A Male
	1×HDMI Male
	Link :1× RJ-45 Female
5	LEDs to show link and power status

Note: All the item/devices/equipment to be supplied must be branded.

Signature & Seal of the bidder

शपथ –पत्र

मैं/हम (फर्म का नाम मय पता)
वर्धमान महावीर खुला वि.वि. द्वारा जारी ई-निविदा सूचना क्रमांक दिनांक के क्रम में
निविदत आइटम्स (Tendered Items) की आपूर्ति का वर्षों का अनुभव रखते है।

मैं/हम (फर्म का नाम) शपथ पूर्वक घोषणा
करता हूँ/करते है कि यदि निविदा में क्रयादेश प्राप्त होता है तो विश्वविद्यालय मुख्यालय पर Installed Server & Related
Items की After Sale Service एवं कन्ज्युमेवल्स/स्पेयर पार्टस की निर्बाध आपूर्ति सुनिश्चित की जावेगी, जिसे OEM के
निर्धारित अवधि तक अधिकृत पोर्टल/वेबसाइट पर सत्यापित किया जा सकता है।

उक्त घोषणा पूर्णतया सत्य है।

निविदादाता के हस्ताक्षर

घोषणा-पत्र

निविदा की समस्त जानकारी/शर्तों का मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मैं/हम यह भी प्रमाणित करते हैं कि मैं/हम उक्त कार्य हेतु रजिस्टर्ड है वास्तव में चाहा गया व्यवसाय किया जाता है तथा वांछित मशीन/उपकरण/ प्रशिक्षित कार्मिक उपलब्ध है तथा "अधिनियम" की धारा 46 एवं "नियम" 39 के अनुसार राज्य सरकार या इस उपापन संस्था से निविदा जमा की अंतिम दिनांक के 3 वर्ष पूर्व तक अपात्रता के लिये विवर्जित (Debarred) नहीं हैं।

यदि यह घोषणा असत्य पायी जाए तो नियमानुसार कार्यवाही की जा सकती है, मेरी/हमारी बोली प्रतिभूति/एवं कार्य निष्पादन प्रतिभूति को पूर्ण रूप से समपहृत कर लिया जा सकेगा तथा खुली बोली को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर नाम मय सील

Annexure -A
Compliance with the code of integrity and no conflict of interest

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

Conflict of Interest:-

The Bidder participating in a bidding process must have a conflict of interest.

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

2. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to;
 - a. Have Controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purpose of the bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring entity the bidding process; or
 - e. The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor , not otherwise participating as Bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or service that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge /consultant for the contract.

Place:

Date:

Signature of the Bidder with seal

Annexure -B

Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to Comptroller VMOU, KOTA, Kota for procurement of “**Supply, Installation & Commissioning of Server & Other Items**” in response to their Notice Inviting Bid No. 10/2026-2027 Dated 23.05.2026 . I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act , 2012, that:

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

Date:

Place:

Signature of bidder with seal

Name:

Designation:

Address:

Annexure C

Grievance redressal during procurement process

The designation and the address of the first appellate authority is Hon'ble V.C. VMOU, Kota.

The designation and the address of second Appellate Authority is Secretary, Higher & Technical education, Rajasthan Govt.

1. Filing an appeal

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

Providing that after the declaration of a bidder as successful the appeal may be filled only by a bidder who has participated in procurement proceeding:

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

2. The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases

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

- (a) Determination of need of Procurement
- (b) Provisions limiting participating of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process ;
- (e) Applicability of the provisions of confidentiality

5. Form of appeal

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

6. Fee for Filing Appeal

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

7. Procedure for disposal of appeal

- a. The first Appellate Authority or Second Appellate, as the case may be upon filing of appeal, shall issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date of fix 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 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 sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:

Place:
seal

Signature of the Bidder with

Annexure-D

Additional conditions of contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to vary Quantities.

- i. At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms & conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- iii. In case of Procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Service Provider fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Service Provider.

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

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

Date:

Place:

Signature of the Bidder with seal

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

Appeal No. of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:
 - i. Name of the appellant:
 - ii. Official address, if any:
 - iii. Residential address:

2. Name and address of the respondent(s):
 - i.
 - ii.
 - iii.

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

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

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

6. Grounds of appeal:
.....
..... (Supported by an affidavit)

7. Prayer:
.....

Place

Date

Appellant's Signature

निविदादाता द्वारा अपनी संस्था के लेटर हेड पर प्रस्तुत किया जाये

PRICE CHARGING CERTIFICATE

I/We hereby certify that the rate offered in Financial bid are reasonable and justified and we are not marking lower rates to other department on condition of the tender and contract.

**Signature of the Bidder
With seal and designation**

VARDHMAN MAHAVEER OPEN UNIVERSITY, KOTA

Office of Comptroller Finance Rawatbhata Road, Kota-324021 Rajasthan

(Website- vmou.ac.in)

BOQ (To be submitted on-line)

1. Name of Work:- Supply, Installation & Commissioning of Server & Other Items at VMOU Kota.
2. NIB No:- 10/2026-27 Date:- 23.05.2026
3. Name of Bidder and Address: -

.....

S.No.	Name of Item	Basic Rate Per Unit (In Rs.)	GST Amount (In Rs.)	Total Cost per Unit with all Taxes (In Rs.)	Estimated Qty. to be Purchased	Total Amount of Required Items (In Rs.)
1.	Rack Server With Preloaded Windows				6	
2.	24 port Switch				1	
3.	Microsoft SQL Server Standard License latest version				4	
4.	Cat 6U UTP Patch cord 2Mtr				30	
5.	42U Server Rack fully loaded				1	
6.	KVM Switch				1	
7.	Installation Testing & Commissioning				1	

1. Detailed Specification attached at Annexure-II.
2. I/We have to gone through the entire terms & conditions as stipulated in the tender document and confirm to accept and abide the same.
3. Packing, forwarding, Transportation, Loading & Unloading etc. charges will be included in the above Quoted rates.
4. No other charges would be payable by the University .
5. FOR for Tendered items at central store of VMOU, Kota.

Note:- All the Items/devices/equipment to be supplied must be branded .

Signature & Seal of the bidder