



कोटा विश्वविद्यालय, कोटा

University of Kota, Kota

MBS Marg, Kabir Circle, Kota

Ph No.-0744-2472934 e-mail ID:- registrar@uok.ac.in

Ref. NO. F 4(/)GAD (IT CELL)/UOK/2023/2116

Date: 02/06/2023

“Notice Inviting Bid No :- 13/2023-24”

University of Kota, Kota invites e-tender/ bid under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for supply/hiring of following goods/services from experienced, technically and financially sound & reputed bidders fulfilling eligibility criteria through e-tendering system as described in the bid document as appended below:-

S. N.	Name of goods/services	Specifications/ scope of work	Estimated cost	Bid Security	Tender fee	RISL Processing fee
1.	Supply & installation of Firewall system For campus of the university of Kota, Kota	As per BOQ	Rs. 20.00 Lakh	Rs. 40,000	Rs. 1000/-	Rs. 500/-

Important dates for downloading and submitting the e-tender are as follows:-

Date and time of downloading of bid document	02/06/2023 (05.00 PM) to 23/06/2023 (05.00 PM)
Date and time of online submission of bid	03/06/2023 (11.00 AM) to 23/06/2023 (05.00 PM)
Last date of physical submission of Bid Security, Tender fee and RISL processing fee	24/06/2023 (05.00 PM)
Date and time of online opening of Prequalification/Technical Bid	26/06/2023 (02:00 PM)
Date and time of online opening of Price Bid in the office of Registrar, University of Kota, Kota	To be informed separately

Instructions to bidder:-

1. The bid documents, terms and conditions may be seen and downloaded from the web site www.eproc.rajasthan.gov.in, www.sppp.rajasthan.nic.in, www.uok.ac.in.
2. The Interested bidders may submit their on-line bids along with separate Demand Drafts drawn in favour of “Registrar, University of Kota, Kota” payable at Kota towards the cost of Tender Fee (non-refundable) and RISL Processing Fee (Non-refundable) demand draft shall be in favour of “Managing Director, RISL” payable at Jaipur. A Separate Demand Draft of Bid Security (Refundable) shall be in favour of Registrar, University of Kota, Kota.
3. The above demand drafts must reach physically in the office of Procurement Entity, University of Kota, Kota on or before last date & time as mentioned above failing which bids shall not be considered.
4. Bidders, having digital signature certificate (DSC) as per IT Act, 2000 to sign their electronic Bids, 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. The Bids will be opened on the same date and time before purchase committee in the presence of bidder or their authorized representative whosoever may be present.
5. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day on the same time.
6. University of Kota, Kota is not bound to accept the lowest bid and may reject any bid or any part of the bid without assigning any reason thereof.
7. Bids received after the prescribed time and date will not be considered.
8. The bidders shall have to submit GST Registration number along with copy of the Registration Certificate.
9. Validity: - 90 days from the date of opening of Technical bid.
10. In case of any query, the undersigned (Procurement Entity) may be contacted at 0744-2472912/2472934 or e-mail at registrar@uok.ac.in.

(Registrar)
Procurement Entity



University of Kota, Kota

कोटा विश्वविद्यालय, कोटा

MBS Marg, Kabir Circle, Vivekanand Nagar, Kota

Ph No.- 0744-2472934 e-mail ID:- registrar@uok.ac.in

1.	NIT Dispatch No & Date	13/2023-24/2116 Date:02/06/2023 Bid for Supply & installation of Firewall system For campus of the university of Kota, Kota
2.	Address of Procurement Entity	Registrar, University of Kota, Kota Contact No 07442472934 Email id – registrar@uok.ac.in

TECHNICAL BID

A. Scope of Work, Technical Eligibility and Technical Specification

Supply and installation of Firewall (Qty:-1)

S. No.	Documents/Information required	Details to be entered by Bidder	Page No. (1,2,3,....)
1.	Name and address of the bidder submitting the tender (Photo ID Proof shall be attached)		
2.	OEM or Authorized Partner should have a service and support office in Kota/Jaipur. Contact details of office to be mentioned here and A self-certified document in support of this must be enclosed.		
3.	The Bidder should be ISO 9001 certified. Details of the certificate to be mentioned here and A copy of the ISO Certificate should be enclosed.		
4.	The Bidder should have a support center with a minimum of 3 relevant support engineers. The details to be mentioned here and A self-certified document in support of this must be enclosed.		
5.	PAN Card No. (Copy shall be enclosed)		
6.	GST No. (Copy shall be enclosed)		
7.	Average annual turnover of the Bidder-Bidder must have minimum average annual turnover of Rs. 01.00 Cr. (In Words One Crore Rupees) during last three financial years i.e. 2019-20, 2020-21 & 2021-22 (Copies of audited balance sheets P&L account and certificate duly attested by C.A. Shall be uploaded)		
8.	Offered OEM's Firewall Product/system must have experience of similar work (including maintenance & installation) 3 years at state University/Central University/NITs/IITs / State Govt. Institutions/ Central Govt.		

	Institutions. Name of the institutes be mentioned here [Copy of Purchase Orders with completion certificate and Reference contact details to be attached]		
9.	The tender fee amounting to Rs. 1000/- has been deposited vide Demand Draft in favor of Registrar, University of Kota	Demand Draft Number..... Bank Dated.....	
10.	Bid Security (2% of the estimated cost i.e. Rs. 40,000) has been deposited vide Demand Draft in favor of Registrar, University of Kota	Demand Draft Number..... Bank Dated.....	
11.	The RISL Processing Fee amounting to Rs. 500/- has been deposited vide Demand Draft in favor of Managing Director RISL, Jaipur	Demand Draft Number..... Bank Dated.....	
12.	Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed shall be enclosed, otherwise the bid is liable to be rejected		

S.N.	Technical Eligibility	Compliance (Yes/No)
13.	Offered Firewall Product/system by L1 bidder will be installed at University of Kota, Kota campus for initial period of 2 months on evaluation basis. If University of Kota, Kota finds the offered product's performance satisfactory then payment will be released. If there are major issues found or product not performing as per the technical specification mentioned in the RFP then University of Kota, Kota will cancel the order and will contact L2 bidder/OEM product for the same and so on.	
14.	The offered Firewall Product/appliance should not be declared End of Sales/End of Life/End of support on or before the last date of the bid submission. [A Declaration from the OEM must be enclosed]	
15.	OEM must have to support the proposed product until the declaration of discontinuation of the product with minimum 7 years warranty & support including software updation of the proposed system along with warranty of 03/05 years for product subscription license and support bundle with 24x7x365 onsite-on-demand maintenance, RMA, HA license, software updates and subscription update support. OEM support during warranty w.r.t technical, hardware replacement and firmware, Web filter, application filter, Antivirus, IPS/IDS signature, sandboxing updates. [A Declaration from the OEM must be enclosed]	
16.	The offered Firewall product should be capable of providing firewall, application visibility, and IPS, antivirus functionality in a single appliance.	
17.	Offered Firewall & IPsec should be ICSA Lab certified	
18.	Offered Firewall should be Common Criteria (CC) Certified. (Optional)	
19.	Offered Firewall product and its software and services/portal/any management tool should be from same OEM. Any open source and third party solution is not accepted.	
20.	Offered OEM will provide 24x7 support on call, on email and also provide response in 4hrs of ticket raise. In case of hardware failures replacement should be provided on next business day.	
21.	Offered OEM will provide publicly accessible and authentication based web portal login to log, track technical support tickets and its status. OEM will also provide publicly accessible and authentication based web portal login to track warranty status, provided support and subscription status of the offered Firewall Product/system.	
22.	Selected bidder/OEM has to install, configure/migrate policies, routing and do the complete migration of the internal and external traffic on the offered Firewall product as per the directions given by the University of Kota, Kota officials.	

23.	A Training and hands on session have to be provided by the selected OEM to the University of Kota, Kota officials on the offered Firewall product w.r.t to operation, management, troubleshooting and best practices.	
24.	University of Kota, Kota can use any performance measurement tools and software, hardware to verify the offered Firewall /firewall appliance performance. In case of any hardware failure during the performance testing, OEM/bidder has to provide the replacement	
25.	The Certificate from OEM that product is not manufactured from China.	

Scope of Work, Technical Eligibility and Technical Specification

B. Supply and installation of Firewall (Qty.-:1)

Features		Compliance (Yes/No)	Offered Technical Specs
1.	Hardware Architecture The proposed hardware-based firewall should rack-mountable		
	Proposed Firewall should not be proprietary ASIC based in nature & should be multi-core CPUs based architecture to protect latest security threats.		
	Appliance must have minimum one Console port, dedicated minimum one management Port, minimum two USB port and at least a redundant power supply.		
	The device should have minimum 6 x 10G/5G/1G (SFP+), 24x 1GbE copper ports from day 1. Higher port density is accepted.		
	Appliance should have 128 GB or more (Built in Storage from day 1 and should be expandable minimum upto1 TB or more)		
2	Performance & Scalability Firewall Should support at least 5 Gbps or more TLS/SSL inspection & decryption throughput and 1000 SSL VPN clients. The appliance should have 350,000 SSL DPI connections. .(Higher values are accepted)		
	Appliance should support around 9 to 10 Gbps or more Threat Protection throughput. .(Higher values are accepted)		
	The device should have Concurrent Sessions: 4 Million or higher & New connection/Sec: 100,000 or higher		
	Firewall Should support at least 10 Gbps or more IPSec VPN throughput and Minimum 4000 IPSec Site-to-Site VPN tunnels & 3000 IP Sec VPN clients respectively.(Higher values are accepted)		
	Appliance should support around 18-20 Gbps or more Firewall throughput & 10 Gbps or more IPS throughput. (Higher values are accepted)		
3.	General Firewall Features Solution should provide unified threat policy like AV/AS, IPS, URL & Content filtering, Application control, Malware protection, Bandwidth management, policy &policy-based routing on firewall rules to secure connectivity between Internet &internal network and security controls must be applied on inter zone traffic.		

	Should support BGP, OSPF, RIP v1/v2 routing protocol and IPv4 & IPv6 functionality (Both phase 1 and Phase2).		
	Should have Layer 2 bridge or transparent mode, Wire mode, Sniffer mode /Tap mode. Solution should support policy-based routing, Application based routing and Multi Path routing.		
	Application Control: The proposed system shall have the ability to detect, log and take action against network traffic based on over 3500 application signatures		
	The appliance should be capable of scanning raw TCP streams on any port bi-directionally preventing attacks that they sneak due to outdated security systems that focus on securing a few well-known ports.		
	Should support deep packet SSL to decrypt HTTPS traffic for scanning (IPS, Gateway Antivirus, Content Filtering, Application control) transparently and send to destination if no threat found. The Firewall should Support for TLS 1.3 to improve overall security on the firewall. This should implement in Firewall Management, SSL VPN and DPI.		
	Firewall should support clientless SSL VPN technology or an easy to manage IP Sec client for easy access to email, files, computers, intranet sites and applications from a variety of platforms.		
	Solution should have inbuilt support of DES, 3DES, AES 128/192/256 encryption MD5, SHA and Pre-shared keys & Digital certificate based authentication connection tunnel.		
	Solution should support User identification and activity available through seamless AD/LDAP/Citrix/Terminal Services SSO integration combined with extensive information obtained through Deep Packet Inspection.		
	Firewall should have Pictorial view of a particular access rule, NAT and Routing rule, which helps in finding real-time statistics. Displays the rules, which are actively used, or not being used & enabled or disabled.		
4	Firewall Security Features Firewall should scan for threats in both inbound and outbound and intra-zone traffic for malware in files of unlimited length and size across all ports and TCP streams by GAV & Cloud AV. The proposed firewall should support Bi-directional raw TCP inspection that scans raw TCP streams on any port and bi-directionally to detect and prevent both inbound and outbound threats.		
	Firewall must support Proxy-less and non-buffering inspection technology for DPI scanning without introducing file and stream size limitations, and can be applied on common protocols as well as raw TCP streams..		

	<p>Solution should have single-pass DPI architecture simultaneously scans for malware, intrusions and application identification and ensuring that all threat information is correlated in a single architecture</p>		
	<p>Firewall must have integrated IPS shall be able to scan packet payloads for vulnerabilities and exploits, covering a broad spectrum of attacks and vulnerabilities. Should have at least 5000 IPS Signatures or 20K DPI signatures and 50 million Cloud AV signatures.</p>		
	<p>Should have facility to block the URL's based on categories, granular control like Allow/Block, Bandwidth Management, Passphrase override, Notify. URL database should have around 15-20 million sites and minimum 50+ categories.</p>		
	<p>Firewall should support HTTP Request tampering protection, Directory traversal prevention, SQL injection Protection, Cross site scripting Protection (XSS) & DNS security</p>		
	<p>The Sandbox should have technology that detects and blocks malware that does not exhibit any malicious behaviour and hides its weaponry via encryption. Should detect and block mass-market, zero-day threats and unknown malware. The technology should discover packed malware code that has compressed to avoid detection; the technology should allow the malware to reveal itself by unpacking its compressed code in memory in a secure sandbox environment. It should see that what code sequences found within and compares it to what it has already seen. The Firewall should have the capability to block/prevent from Side Channel attacks like Meltdown, Specter, Foreshadow, Foreshadow-NG, Port smash etc.</p>		
	<p>Should support both for analysis of a broad range of file types, either individually or as a group, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, Mac OS X and multi-browser environments.</p>		
	<p>Should have ability to prevent potentially malicious files from entering the network and those files sent to the sandbox for analysis to be held at the gateway until a verdict is determined.</p>		
	<p>The Firewall solution should have detection and prevention capabilities for C&C communications and data exfiltration. Firewall Identifies and controls network traffic going to or coming from specific countries either to protect against attacks from known or suspected origins of threat activity, or to investigate suspicious traffic originating from the network. Ability to create custom country and Botnet lists to override an incorrect country or Botnet tag associated with an IP address.</p>		

5	<p>Visibility and Monitoring Should provide real-time monitoring and visualization provides a graphical representation of top applications, top address, top users and intrusion by sessions for granular insight into traffic across the network.</p>		
	<p>The system should provide GUI panels and actionable dashboards with general information, system status, system usage, network interface status, security services information & High availability status.</p>		
	<p>Solution should support granular network visibility of network topology along with host info.</p>		
	<p>Solution should have real-time visibility of infected hosts, critical attacks, encrypted traffic information & observed threats.</p>		
6.	<p>Management & Reporting Feature The management platform must be accessible via a web-based interface and without any additional client software</p>		
	<p>The solution should support Centralize management, which includes configuration logging, monitoring, and reporting performed by the Management Centre on-prem. The Centralize management platform should support multi-device firmware upgrade, certificate management, and global policy template to push configuration across multiple firewall in single click.</p>		
	<p>The on premises Centralize management platform should support closed network deployment with High Availability & 2FA via mail/MS/Google authenticator.</p>		
	<p>The solution should store syslog in local storage or remote appliance. OEM can offer individual solution for logging and reporting based architecture to meet the requirements.</p>		
	<p>Firewall should have reporting facility to generate reports on virus detected over different protocols, top sources for viruses, destination for viruses, top viruses etc.</p>		
	<p>Analytics platform support Real-time risk monitoring and analysis of all network and user traffic that passes through the firewall ecosystem</p>		
	<p>The solution should support Cloud-based configuration backup.</p>		
	<p>The solution should support Application Visualization and Intelligence - should show historic and real-time reports of what applications are being used, and by which users. Reports should be completely customizable using intuitive filtering and drill-down capabilities.</p>		
	<p>Logging and reporting solution should supported. Should have Multi-Tenant and Device Group level management</p>		
	<p>Should have reporting facility to generate reports on virus detected over different protocols, top sources for viruses, destination for viruses, top viruses etc.</p>		

	The solution shall have readymade templates to generate reports like complete reports or attack reports, bandwidth report etc.		
7.	<p>Certification, Subscription , Warranty, Installation, Testing and Commissioning</p> <p>The Firewall solution offered must be ICSA certified for Network Firewall, Anti-virus, Advanced Threat Defence, Common Criteria NDPP (Firewall and IPS) – Certification.</p>		
	The Firewall OEM should be having "recommended rating" by NSS Labs for consecutive three years in the last six years. OEM should have scored minimum 95% in Exploit Block rate in the last NSS Lab report.		
	The Firewall OEM should have Net Sec Open certification for Network Security (Firewall) product performance testing and should have overall Block rating of 98% and above.		
	<p>OEM must have to support the proposed product until the declaration of discontinuation of the product with minimum 7 years support including software updation of the proposed system along with warranty of 03 years for product subscription license and support bundle with 24x7x365 onsite-on-demand maintenance, RMA, HA license, software updates and subscription update support.</p> <p>OEM support during warranty w.r.t technical, hardware replacement and firmware, Web filter, application filter, Antivirus, IPS/IDS signature, sandboxing updates</p>		
	OEM should have TAC and R&D centre in INDIA.		
	Manufacturer's warranty should be mentioned minimum 03 (three) years warranty including all services like GAV, IPS, Antispyware or antimalware, CFS, Application control, BoT protection, ATP, Patch & Firmware upgrade.		
	Bidder must carry out on site installation, testing and commissioning.		
	The Bid specific OEM issued authorization must attached by the bidder with technical offer/ bid for technical qualification.		
8.	<p>High availability mode</p> <p>The above said appliance shall be in High availability and active-Passive mode only in stateful synchronization.</p>		
9.	<p>Additional Features</p> <p>University of Kota requires an additional utility for service gateway for guest user access control management by using an additional hardware device having the following specifications:</p>		
	The thermal printing feature must use 2.4 Ghz : 2T2R MIMO (Detachable, SMA-R) antennas.		
	Thermal printer should have data rate at 802.11b/g is 1, 2, 5.5, 6, 9, 11, 12, 18, 24, 36, 48 and 54 Mbps ; 802.11n: up to 300 Mbps in MCS15 (40 MHz; GI = 400 ns)		

	The thermal printing feature having throughput speed of minimum 80 mbps		
	The thermal printing feature supports minimum 15,000 concurrent sessions. The thermal printing features must come with management features like Syslog, Limited user session, walled garden, pass-through address, customizable login page & user agreement page		
	The receiving sensitivity of thermal printing device at 2.4Ghz is 11b: -71 dBm @10% PER; 11g: -71 dBm @10% PER; 11n: -85 dBm @10% PER		
	The thermal printing features must come with AAA & billing feature like web-based authentication, Accumulation billing mode, Customizable billing profile, account operator		
	Bid specific OEM authorization is mandatory for technical qualification, must be attached with technical bid.		
10	<p>Other Requirement</p> <p>The Network of University of Kota Shall be required for the following task at the time of commissioning, as:</p> <ol style="list-style-type: none"> 1) Scanning and Troubleshooting of existing LAN. 2) Creation of VLANs across LAN. 3) Finding the bottle necks and removal of the same. If any accessories or part is required to do so, shall be in supplier's scope without any additional charge. 4) End user policy creation and updating time to time. 5) Integration of new system with the existing LAN system. 6) Complete system training shall be provided. <p>Note: No additional payment shall be done by the university of Kota for the above said additional requirement.</p>		
<ol style="list-style-type: none"> 1. The proposed setup shall work as a unified system. Other network related configurations at gateway lever may be required for smooth running of the network. All required accessories shall be part of the system (no additional payment shall be given for the said accessories and work). The bid specific OEM authorization must be attached for the above said items with the technical bid required for technical qualification without the same the technical bid shall be rejected. 2. Cost of the product subscription license for 03 years and 05 years must be quoted separately. 			

2. Supply and installation of one onsite Standby Firewall hardware with above specs but without the Subscription.

Note: - Supply Installation, Configuration and Final deployment must be done within 45 days of Issue of the work/purchase order If Bidder fails to do so, the liquidated Damages (L.D.) will be charged as per terms & Condition

Minimum Eligibility Requirement:

1. Bidder should be OEM/Authorized Partner/service provider of the OEM. In case the Bidder is an Authorized Partner or Service Provider, a valid Agency-ship/Dealership Certificate (**MAF specific to this Tender**) to quote on behalf of OEM should also be enclosed along with the technical Bid. **A document in support of this must be enclosed.**
2. OEM or Authorized Partner should have a service and support office in Kota/Jaipur. **A self-certified document in support of this must be enclosed.**
3. The warranty provided by the Bidder should have a back-to-back arrangement with the OEM. **The declaration should be part of a Letter of Authorization and signed by a competent authority at the OEM.**
4. The Bidder should be ISO 9001 certified. **A copy of the ISO Certificate should be enclosed.**
5. The Bidder should have a support centre with a minimum of 3 relevant support engineers. **A self-certified document in support of this must be enclosed.**
6. The vendor/OEM should be able to provide 24x7 NOC & Tele support of their own if required by University of Kota, Kota at agreed terms. **A self-certified document in support of this must be enclosed.**
7. The Bidder shall provide the Registration number of the firm along with the valid GST number with the PAN Number allotted by the competent authorities. **A self-certified document in support of this must be enclosed.**
8. The Bidder must not be blacklisted by the Central Government, State Government, or Government of Corporations in India. **A certificate or undertaking to this effect must be submitted.**
9. If the Bidder is an authorized partner or service provider of an OEM, **an undertaking from the OEM is required** (please enclose) stating that they would facilitate the Bidder regularly with technology/product updates and extends support for the warranty as well.
10. The Bidder must be responsible for supply, deploy and support the infrastructure.
11. If vendor /OEM does not meet its service level agreement (SLA,) University of Kota, Kota will put the fine of Rs. 2000/- per day for the first seven days and @ Rs.5, 000/- per day from 8th day onwards will be levied.
12. Bidders can seek clarifications, raise technical queries, etc., related to tender by 28-09-2022 via e-mail registrar@uok.ac.in. And for financial queries, e-mail to fo.uok2003@gmail.com. The reply to clarifications sought or queries raised will be replied to within three days by 00-00-2022 and uploaded on the Institute's website under <https://www.uok.ac.in>.Based on this the bidders may submit bids as prescribed by the due date and time. No clarifications in any other form will be provided.

University of Kota, Kota

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GENERAL CONDITIONS OF BID & CONTRACT

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

1.	Bids must be enclosed in a properly sealed envelope according to the direction given in the Bid Notice.
2.	“Bids by bona-fide dealers: - Bids shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the Annexure-B as prescribed in RTPP Rules, 2013.
3.	(i) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Procurement Entity and such change shall not relieve any former member of the firm, etc. from any liability under the contract. (ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procurement Entity a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.
4.	GST Registration and Clearance Certificate: - No Dealer who is not registered under the GST Act prevalent in the State where his business is located shall bid. The GST Registration Number should be quoted and a tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the bid is liable to rejection.
5.	In case of e-biding, bid forms shall be filled electronically & to be submitted online. Bid filled physically shall not be considered. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid.
6.	Rates shall be written both in words and figures. There should not be errors and/or over writings. Corrections, if any, should be made clearly and initiated with dates. The bidder should mention element of statutory taxes such as RGST/CGST, Entry Tax etc. separately as per BOQ/financial bid format.
7.	All rates quoted must be FOR and should include all incidental charges except statutory taxes such as Central/Rajasthan GST, Entry Tax etc. which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the University of Kota, Kota and the delivery of the goods shall be given as per delivery schedule. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax.
8.	Purchase Preference:- Purchase preference will be given to the bidders as per the provisions of RTPP Act 2012 & RTPP Rules 2013, as amended from time to time.
9.	Validity: -Bid shall be valid for a period of three months from the date of opening of Technical Bid.
10.	The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Procurement Entity and get clarification.
11.	The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
12.	Specifications:- (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the bid form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks. (ii) The supply of articles marked with asterisk/at serial number , shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplies shall be of the best quality and description. The decision of the Procurement Entity/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Bidders. (iii) Warranty/Guarantee Clause: - The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of days/months from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period ofdays/months , the said goods/stores/

	<p>articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Procurement Entity in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the Procurement Entity, otherwise the bidder shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Entity in that behalf under this contract or otherwise.</p> <p>(iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.</p> <p>(v) In case of machinery and equipment specified by the Procurement Entity the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Procurement Entity who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.</p>
13.	<p>INSPECTION:-</p> <p>(a) The Procurement Entity or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipments/machineries during manufacturing process or afterwards as may be decided.</p> <p>(b) The bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.</p>
14.	<p>Samples: -Bids for articles marked within the schedule shall be accompanied by two set of samples of the articles bided properly packed & signed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in plastic box or in polythens bags at the cost of the bidder.</p>
15.	<p>Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.</p>
16.	<p>Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The University of Kota, Kota shall not be responsible for any damage, wear and tear or loss during testing, examination, etc. during the period these samples are retained.</p> <p>The sample shall be collected by the bidder on the expiry of stipulated period. The University of Kota, Kota shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the University of Kota, Kota and no claim for their cost, etc., shall be entertained.</p>
17.	<p>Samples not approved, shall be collected by the unsuccessful bidder. The University of Kota, Kota will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.</p>
18.	<p>Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in University of Kota, Kota laboratories and reputed testing house like MSME Testing Station, Jaipur etc. and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.</p>
19.	<p>Drawl of Samples: - In case of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the</p>

	officer for reference and record.
20.	Testing Charges: - Testing charges shall be borne by the University of Kota, Kota. In case urgent testing is desired to be arranged by the bidder or in case of test result showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the bidder.
21.	Rejection:- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Procurement Entity. (ii) If, however, due to exigencies of University of Kota, Kota work, such replacement either in whole or in part, is not considered feasible, the Procurement Entity after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
22.	The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Procurement Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.
23.	The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
24.	The contract for the supply, can be repudiated at any time by the Procurement Entity, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.
25.	Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
26.	(i) Delivery Period: - The bidder whose bid is accepted shall arrange supplies/services within a period of from the date of supply/work order. (ii) Extent of quantity – Repeat orders: - If the orders are placed in excess of the quantities shown in the bid notice, the bidder shall be bound to meet the required supply. Repeat orders for extra items or additional quantities may be placed on the rate and conditions given in the bid. Delivery or completion period may also be proportionately increased. The limits of repeat order 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; (c) If the bidder fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited bid or otherwise and the extra cost incurred shall be recoverable from the bidder. (iii) If the Procurement Entity does not purchase any of the bided articles or purchases less than the quantity indicated in the bid form, the bidder shall not be entitled to claim any compensation.
27.	Bid Security (B.S.):- (a) Bid shall be accompanied by Bid Security @ 2% of estimated value of the bid, without which bids will not be considered. The amount should be deposited in either of the following forms in favour of University of Kota, Kota:- (i) Bank Draft/Bankers Cheque/ Bank Guarantee in specified format of the scheduled Bank/Cash. (ii) Bid Security must remain valid 30 days beyond the original or extended validity period. (b) Refund of Bid Security: - The Bid Security of unsuccessful bidder shall be refunded soon after final acceptance of bid i.e. after deposit of performance security & signing of Agreement. (c) Partial exemption from Bid Security: - In case of Small Scale Industries of Rajasthan, the bid security will be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. (d) The central Government and Government of Rajasthan undertakings need not furnish any amount of Bid Security. However, they shall have to furnish a bid securing declaration as per rule 42 of RTTP Rules, 2013. (e) The Bid Security/Performance Security money deposit lying with the Department/office in respect of other bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid Security/Performance Security money for the fresh bids. The Bid Security may however, be taken into consideration in case bids are re-invited.

28.	<p>Forfeiture of Bid Security:- The Bid Security will be forfeited in the following cases:</p> <ul style="list-style-type: none"> (a) When bidder withdraws or modifies its bids after opening of bids; (b) When bidder does not execute the agreement if any, after placement of supply/work order within specified time; (c) When the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified; (d) When the bidder does not deposit the performance security within specified period after the supply/work order is placed; and (e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules.
29.	<p>(1) Agreement and Performance Security deposit (Rule 75 & 76 of RTPP Rules, 2013):-</p> <ul style="list-style-type: none"> (i) A successful bidder shall sign the procurement contract in the prescribed format and deposit performance security/security deposit equal to 5% of the value of supply order within 15 days from the date of dispatch on which the letter of acceptance or letter of intent is dispatched to him. The bidder shall have to execute the agreement on a non-judicial stamp of Rs. 500/- at its cost. (ii) The Bid Security money deposited at the time of bid will be adjusted towards Performance Security amount. (iii) No interest will be paid by the department on the Performance Security money. (iv) Performance security shall be furnished in any one of the following forms:- <ul style="list-style-type: none"> a. Bank Draft or Banker's Cheque of a scheduled bank; b. National Saving Certificates and any other script/instrument under National Saving Schemes for promotion of small saving issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master. c. Bank guarantee/s of a scheduled bank. d. Fixed Deposit Receipt (FDR) of a Scheduled Bank. (v) The Performance security furnished in the form specified in clause (a) to (d) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. (vi) The Performance Security to be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the bidder. <p>(2) (i) In case of Small Scale Industries of Rajasthan, the bid security will be 1% of the amount of supply order and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction it shall be 2% of the amount of supply order.</p> <p>(ii) Central Government and Government of Rajasthan Undertakings will be exempted from furnishing Performance security amount. However, they shall have to furnish a performance security declaration as per Rule 75 of RTPP Rules, 2013.</p> <p>(3) Forfeiture of Performance Security Deposit:- Performance Security amount in full or part may be forfeited in the following cases:-</p> <ul style="list-style-type: none"> (a) When any terms and conditions of the contract is breached. (b) When the bidder fails to make complete supply satisfactorily. (c) Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Procurement Entity in this regard shall be final. (4) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement as per provisions of RTPP Act 2012 & Rules 2013.
30.	<p>Insurance:-</p> <ul style="list-style-type: none"> (i) The goods will be delivered at the destination go down in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and University of Kota will not be required to pay such charges, if incurred. (ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

31.	<p>Payments:-</p> <p>(i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the Procurement Entity in accordance with relevant provisions of BF&AR, GF&AR and RTTP Act 2012 & Rules 2013, as amended from time to time and all remittance charges will be borne by the bidder.</p> <p>(ii) In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.</p> <p>(iii) Payment in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.</p>								
32.	<p>Liquidated Damages:-</p> <p>(a) (i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the purchase officer.</p> <p>(ii) Liquidated Damages:- In case of extension in the delivery period with liquidated damage the recovery shall be made on the basis of following percentage of value of stores which the bidder has failed to supply:-</p> <table border="1" data-bbox="227 619 1344 760"> <tr> <td>Delay up to one fourth period of the prescribed delivery period</td> <td>2½%</td> </tr> <tr> <td>Delay exceeding on front but not exceeding half of the prescribed period</td> <td>5%</td> </tr> <tr> <td>Delay exceeding half but not exceeding three fourth of the prescribed period</td> <td>7½%</td> </tr> <tr> <td>Delay exceeding three fourth of the prescribed period</td> <td>10%</td> </tr> </table> <p>(b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.</p> <p>(c) The maximum amount of liquidated damage shall be 10%</p> <p>(d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority , which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.</p> <p>(e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.</p>	Delay up to one fourth period of the prescribed delivery period	2½%	Delay exceeding on front but not exceeding half of the prescribed period	5%	Delay exceeding half but not exceeding three fourth of the prescribed period	7½%	Delay exceeding three fourth of the prescribed period	10%
Delay up to one fourth period of the prescribed delivery period	2½%								
Delay exceeding on front but not exceeding half of the prescribed period	5%								
Delay exceeding half but not exceeding three fourth of the prescribed period	7½%								
Delay exceeding three fourth of the prescribed period	10%								
33.	<p>Risk & Cost clause :- The competent authority of UOK without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise , by notice in writing absolutely determined the contract in any of the cases.</p> <p>(i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of UOK or has already failed to complete the work by the time.</p> <p>(ii) If the supplier commits breach of the terms & conditions the contract.</p> <p>(iii) When the supplier has made himself liable for action under any of the cases aforesaid , the competent authority, shall exercise power:-</p> <p>(a) To determine or rescind the contract , as aforesaid , upon such determination or rescission , the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of UOK.</p> <p>(b) To get the work done through other service provider (SP) and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the UOK shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the UOK or from has bid security, performance security. However the original SP shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipment or entered into any engagements or made advances on account of execution/performance of contract.</p>								
34.	<p>Recoveries: - Recoveries of liquidated damages, short supply breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the</p>								

	<p>department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.</p> <p>Any recovery on account of LD charges/ risk & cost charges in respect of previous rate contracts/supply orders placed on them by the University of Kota can also be recovered from any sum accrued against this e-Bid after accounting for untied sum or due payment sum lying with the University of Kota against previous rate contract/supply orders. Firm will submit details of pending amount lying with the University of Kota but decision of the University of Kota regarding authenticity of sum payable will be final.</p>
35	<p>Price Fall Clause:-</p> <p>(i) The prices under a rate contract will be subject to price fall clause. The price charged for the supply of goods / items under the contract by the successful Bidder will in no event exceed the lowest price at which the successful Bidder sells the supply of goods / items of identical description to any other person in the state during the period of contract.</p> <p>(ii) If at any time during the said period, the contractor reduces the sale price of such supply of goods / items sells such supply of goods / items to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the University of Kota and the price payable under the contract for the supply of goods / items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful Bidder will furnish certificate in the manner required by the University of Kota to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.</p> <p>(iii) If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.</p>
36.	Bidders must make their own arrangements to obtain import licence, if necessary.
37.	If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Procurement Entity.
38.	The Procurement Entity reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid 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.
39.	<p>The bidder shall furnish the following documents at the time of execution of agreement:-</p> <p>i. Attested copy of partnership deed in case of partnership firms.</p> <p>ii. Registration number and year registration in case partnership firm is registered with Registrar of Firms.</p> <p>iii. Address of residence and office, telephone numbers in case of sole proprietorship.</p> <p>iv. Registration issued by Registrar of Companies in case of company.</p>
40.	If any dispute, arise out of the contract with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the University (HVC) who will appoint his senior most officer as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
41.	All legal proceeding, if necessary arise to institute may by any of the parties (University of Kota, Kota or Contractor) shall have to be lodged in courts situated in Kota and not elsewhere.
42.	All other/remaining relevant general terms & conditions shall be applicable as laid down in GF&R Rajasthan Transparency in Public Procurement Act 2012 and RTPP Rules 2013 as amended from time to time, and other relevant rules applicable in University of Kota, Kota.

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

Date:

Place:

Signature & Seal of the Bidder

Compliance with Code of Integrity and Conflict of Interest

Code of Integrity: -

Any person participating in 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 information 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 anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest: -

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

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

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative from 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 to information about or influence on the Bid of another Bidder, or influence the decision of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as 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.

Date:

Place:

Signature of the Bidder with Seal

Name:

Designation:

Address:

Declaration by the Bidder regarding Qualifications

(To be submitted by the bidder on his Letter Head)

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

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have been 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 the Bidder with Seal
Name:
Designation:
Address:

Grievance Redressal during Procurement Process

The designation and the address of the First Appellate Authority:

Hon'ble Vice-Chancellor, University of Kota.

The designation and the address of Second Appellate Authority:

Additional Chief Secretary, Higher Education, Government of Rajasthan.

1. Filing an Appeal:

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

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 payment of fee.
- (c) Every appeal may be presented to first Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

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 issue notice accompanied copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of 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 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:

Signature of the Bidder with Seal

Name:

Designation:

Address:

Additional Conditions of Contract

1. Correction of Arithmetic Errors:

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

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

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

2. Procurement Entity's Right to Vary the Quantity:

- (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 prices 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 documents 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 Supplier fail to do so, the procuring entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among 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 from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidders, 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

Name:

Designation:

Address:

UNIVERSITY OF KOTA
M.B.S Marg, Kabir Circle, Kota
BOQ

1. Name of Bidder:-
2. Full Address:-
3. Telephone No.:-
4. NIT No.- F4()/GAD (IT CELL)/UOK/2023/2116 Date 02/06/2023

Work Description :- Supply & installation of Firewall system

S. N.	Description of items	Qty.	Rate per Unit with GST with 07 years warranty & support including software updation of proposed system along with 03 Year of product subscription (Licenses) (In Rs.)*	Rate per Unit with GST with 07 years warranty & support including software updation of proposed system along with 05 Year of product subscription (Licenses) (In Rs.)*
01	Supply & installation of Firewall system as per Specification mentioned in Technical Specification.	1		

*** University reserves all the rights to select one of them i-e' out of 03 year product subscription or 05 year product subscription.**

Signature of the bidder with seal