

# Request For Proposal (RFP)

**Confidential Paper Printing** for the Year 2019-20 & 2020 - 21

Conducted by

**Dr. B.R.Ambedkar University, Srikakulam- 532410, A.P.**

Notice Inviting Tender (NIT) : **NIT No.8 /E-PTN/Dr. B. R. A.U. /SKLM/2019-20**

NIT No. F. ( ) Exam/

Dated: 01-06-2019

Tender Inviting Authority (TIA): The Registrar,

Dr.B.R.Ambedkar University, Srikakulam,  
Etcherla- 532410, A.P.

Tel. No: 08942- 281518,240999

e-mail: [regdrbrau@yahoo.com](mailto:regdrbrau@yahoo.com)

website- [www.brau.edu.in](http://www.brau.edu.in)

Project officer In charge

:

Dean Examinations

Dr.B.R.Ambedkar University, Srikakulam

Tel. No: 08942- 281518,240999

e-mail: [regdrbrau@yahoo.com](mailto:regdrbrau@yahoo.com)

Bidder information

:

Name of the Firm \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

(Authorized Bid Signatory)

Tel. No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Mobile No. \_\_\_\_\_

E-mail address : \_\_\_\_\_

website: \_\_\_\_\_

Mode of bid submission :

Through eProcurement / eBidding system at  
<https://tender.apecurement.gov.in>

## Important Dates and information

Important Dates			
S.No.	Events	Date	Time
1.	Date of Issue of Notice Inviting Tender (NIT)	01/06/2019	11.00 hrs
8.	Bid Submission Start Date	01/06/2019	11.00 hrs
9.	Bid Submission End Date	24/06/2019	15.00 hrs
10.	Technical Bid Opening Date	24/06/2019	15.30 hrs
11	Date & Time of Opening of Financial Bid	24/06/2019	16.00 hrs
<b>Important Information</b>			
S.No.	Detail	Amount	
1.	Earnest Money Deposit (EMD)	Rs.: 25,000	
2.	Estimated Tender Value (for 3 exam years)	Rs:	

# Definitions and Acronyms

Dr.B.R.A.U.	Dr B.R.Ambedkar University, Srikakulam
BIDDER	The eligible firm who will participate in tendering process
EMD	Earnest Money Deposit
IT	Information Technology
PURCHASER	Dr B.R.Ambedkar University, Srikakulam
RFP	Request for Proposal (Tender) Document
SUPPLIER	The bidder who will be finally selected and whose name the work order will be released
Exam Section	An office of The D.E./ The Registrar Examination in Dr.B.R.A.U
Secy Section	An office of The Registrar , Dr.B.R.A.U.
UG	Under Graduate Examination comprise of 3-4 year span.
PG	Post Graduate Examination comprises of 2-3 year span.
GST	goods and service tax

## Brief Overview of the Project

The Dr.B.R.Ambedkar University, Srikakulam has approx. 0.70 lacs students registered per year to its 130 affiliated colleges under nearly 50 anual/semester examinations schemes. These examinations are conducted on yearly pattern as well as on semester pattern. The maximum number of students registered in an examination can be as large as approx.0.80 lac while the minimum number of students can be as less as 4. The number of students registered, no. of examination and the number of affiliated colleges may be increase or decrease. This project involves providing foolproof and on-time delivery of confidential paper (conventional type question papers) for 2019-2020 and 2020-2021.

The project will help in building trust and faith in examination system besides bringing in efficiency and effectiveness in examination process.

## Letter of Invitation and bidding process

For effective and foolproof processing and supply of material in a time bound manner, Dr.B.R.A.U intends to award the work to competent and professional firm.

Dr.B.R.A.U is issuing this Request for Proposal ("RFP") and the accompanying documents for inviting "bids" comprising Technical Proposal (or "Statement of Qualification") and Commercial Bid from eligible individual company/firm ("Bidder") as to select the firm for processing and supply of the printed confidential material for colleges affiliated to Dr.B.R.A.U and to the University.

Two-stage selection procedure shall be adopted that will proceed as follows:

- The first stage proposal will consist of Technical Bid & second stage will be the Commercial Bid. Commercial Bids of only technically qualified Bidders based on evaluation of the Technical Bid shall be opened. A decision as to whether or not a Bidder will be technically qualified will be based on the Bidder's experience and reputation.
- Earnest Money Deposit will be as described later in this document.
- Each Bidder shall submit only one bid and bid must be delivered according to schedule.

### Instructions to Bidder

#### 1. Instruction to Bidders for online tendering (e-tendering)

i-The bidders who are interested in bidding can download bid documents from <https://tender.apecurement.gov.in>.

ii-Bidders who wish to participate in this ebid will have to register on

<https://tender.apecurement.gov.in> (bidders registered on <https://tender.apecurement.gov.in> before ,needs to register again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type II or type III) as per Information Technology Act-2000 using which, they can sign their electronic bids. Bidders can procure the same from any CCA approved ii'

certifying agency, i.e. TCS, safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Andhra Pradesh for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

- Contact No. 08942-240900, 281518 (help desk 10 am to 4 pm on all working days.)

e-mail: <https://tender.apecurement.gov.in>

Address: e-Procurement Cell, Dr.B.R.Ambedkar University,  
Srikakulam, Etcherla-532410, A.P.

iii- Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D.for Tender Fees, Processing

Fees and bid security should be submitted manually in the office of Tendering Authority before closing date & time of technical bids submission and scanned copy of D.D. should also be uploaded along with the online bid.

- iv- Before electronically submitting the bid, it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.

## 2. Cost of Bidding

The Bidder shall bear all the cost incurred for preparing the proposal including expenses of travel and lodging that may be required including collecting information from the department and other communication required with the department regardless of the outcome of the bidding process.

3. The bidding comprises of two bid system i.e. 1) *Technical Bid* 2) *Financial Bid*.

## 4. Packaging the Bid

The offer should be enclosed in a duly sealed envelope super scribed with bid reference number, work name, due date and bidder name. The envelope should contain two separate envelopes, the details of them are written below.

(i) Envelope-I – Technical Bid, Tender Document Fees, Earnest money and RISL Processing Fees. (Demand Draft of RISL processing fee should be in favour of "The Registrar, Dr.B.R.A.U, Srikakulam" payable at Etcherla)

(ii) Envelope-II - Financial Bid.

## 5. Number of copies of the bid

The Bidder is required to submit one copy of the Technical Bid through [apeprocurement.gov.in](http://apeprocurement.gov.in) by uploading all required and relevant documents. In addition to this all these document should also be submitted in hard copy physically in sealed envelope, clearly marking envelope as "Technical Bid". In the event of any discrepancy between the hard copies and/or the softcopies uploaded, the information submitted in hard copy shall prevail.

## 6. Authentication of Bid

The original and all copies of the Bid Document shall be computer laser printouts and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document.

## 7. Last date and time for receiving sealed offers

The sealed offers should reach by the speed post to the address mentioned in the

*"Important dates and Information"*.

## 8. Pre-bid Meeting (PBM)

Dr.B.R.A.U, Srikakulam shall make best efforts to respond to any request for clarification for the Bid Document to the prospective Bidders. Such requests are to be made in writing and are to be received by the office of OIC (GAD) Dr.B.R.A.U, Srikakulam at least 5 working days before the Pre-Bid Meeting as per the date and time mentioned in the important dates and Information. The clarification shall be made in writing to the extent possible. The format for request for clarification is given below.

Bidder Name and Address			
Date:		Bid Reference No:	
Sr. No.	Section Reference Number (SRN) and Description from RFP	Clarification Sought	
	SRN	Description	
1	2	3	4

Queries not adhering to the format above or queries not received within the mentioned deadline shall not be taken up at the Pre Bid Meeting. Dr.B.R.A.U, Srikakulam shall not be responsible for any delay in receiving the clarification document including but not limited to any delays like postal delays.

## 9. Amendment of BID DOCUMENT

- (i) Amendment of Bidding Document-- Any amendment issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the State Public Procurement Portal and the Procuring Entity's web site for prospective Bidders to download.
- (ii) To give prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the State Public Procurement Portal and its official website.

10. *Prices must not be indicated in the Technical Bid and must be quoted in the Financial Bid only.*

## 11. Financial Bid

Financial Bid should only indicate price as mentioned in financial (commercial) Bid without any condition or qualification whatsoever. Financial Bid should contain the bill of quantity - BoQ (Exactly in the excel format given on the eproc portal) and should be submitted online and a hard copy as described above. The financial offers should be complete in all respects and it should not contradict with the Technical Offer in any manner

12. *Bidders should express the price of their services in Indian currency only.*

13. Validity of Bids

Bids shall remain valid for 3 months after the date of technical bid opening. A Bid valid for a shorter period shall be rejected as non-responsive.

14. The bidder must submit at least 05 reference/certificate for satisfactory services from the Universities where they have carried out the examination work during past 2 years.

15. There is always a right to the Registrar, Dr. BRAU, SRIKAKULAM to cancel the tender at any time of the tender process



# Scope of the Work

## Scope

The present working system of the University with special reference to various examinations like UG, PG and Professional studies main/RE/Supplementary are the integral constituents of the project for students, colleges and University.

The tender period which is **three** exam years could be extended to another one exam year by mutual agreement of both the parties, if work done satisfactorily by the firm. In the case of extension the documents/services mentioned at 'point no.9:Value added services' of "Deliverables" be provided for earlier year(s) too along with current year.

## Key Features required for project:

- Examination papers must be typed under secure conditions.
- The print should be sufficiently dark and clear to produce good quality photocopies.
- Confidentiality must be strictly maintained.

# Deliverables

## Annexure A

### RATES FOR PRINTING OF CONFIDENTIAL PAPERS

SL.NO		Rates
1	<b>Type of stationary/ Part</b>	
2	<b>Composing Charges</b>	
	English & Oriya	Per page
	Hindi & Sanskrit	Per page
	Telugu	Per page
	Engineering, Mathematical Signs	Per page
	Bilingual	Per page
3	<b>Proof Reading</b>	
	English & Oriya	Per page
	Hindi & Sanskrit	Per page
	Engineering, Mathematical Signs	Per page
	Bilingual	Per page
4	<b>Printing</b>	
	1 to 4 pages	for 100 copies
	5 to 8 pages	for 100 copies
	9 to 12 pages	for 100 copies
	13 to 16 pages	for 100 copies
	17 to 20 pages	for 100 copies
	21 to 24 pages	for 100 copies
	25 to 28 pages	for 100 copies
	29 to 32 pages	for 100 copies
	Subsequent 500 copies	
	5	<b>Pasting and Stitching</b>
Folding and pasting		per 100 copies
Folding, Gathering, Numbering and wire stitching		per 100 copies per Format

6	Designing and Scanning	per sq. in./pc.
7	Packing	
8	Packing with craft paper including sealing, label printing and pasting	Per cover
9	Rubber Stamping	per packet
10	Cost of ply corrugated boxes	Per box
11	(i) Subject wise Packing	per packet
12	(ii) Gunny packets	per packet
13	Packaging and Forwarding including cost of paper, packing materials, supervision and security for the entire operations	
14	Cost of tracing designs, re-drawings, re-touching scanning per diagram	
15	Cost of Delivery by Train	
16	Cost of Delivery by Road	
17	Cost of Coolie charges and Transporation	per page
18	Cost of Rly.Freight	per packet
19	Cost of paper	per ream
20	Toll Charges, postages and Fax etc.	
21	CST	

Note:

1. *Where GSM of paper is not specified, minimum 70 GSM paper should be used.*
2. *Printing on cut sheets should be done through Laser Jet printer and original tonner cartridge should be used for printing*
3. *Question paper is to be printed on two column/ side way folded along the length of the paper so as to fit 4 sides per paper.*

## Implementation Methodology

- The selected firm will implement the project in planned manner as per University schedule.
- The firm will first go through the understanding of the system and requirements, prior to the implementation phase.
- The bidder has to submit the proposed methodology for undertaking this assignment.

# Roles

## Role of Dr.B.R.Ambedkar University, Srikakulam.

Dr.B.R.A.U will deploy a nodal officer to supervise / compile the task as per terms and conditions of tender within stipulated time frame.

Dr.B.R.A.U will provide acceptance letter about completeness and correctness for the data provided. If Dr.B.R.A.U does not respond within six months of submission of final data to it, data would be deemed to be approved by Dr.B.R.A.U.

Dr.B.R.A.U will monitor the progress of the project handled by the firm.

## Role of bidder:

Firm has to arrange staff having required technical qualification to carry out the job.

Firm has to submit daily status report to Dr.B.R.A.U.

Firm will be responsible for correctness of work and completion of the project as per the scheduled time.

Firm has to deliver the deliverables as specified in this document.

The firm has to deploy sufficient resources to meet out the project requirements. The firm has to depute a dedicated nodal officer to look after the entire operation with no other responsibility to him. The nodal officer shall coordinate with the designated officer of the Dr.B.R.A.U.

The firm has to bear all the cost related to the process as per the scope of the work. Dr.B.R.A.U will not be responsible for additional cost regardless of the conduct or outcome during the execution of said work.

Firm will arrange to provide lodging/Boarding to their staff, if needed.

Firm will be responsible for the damage/ theft or any other mis-happening occurring to their equipments used to complete the said work.

## Eligibility Criteria

- *The eligibility criteria for the bidder is given at 'VIII: Eligibility Criteria table' under the heading.."Technical.Bid".....*

### Earnest Money Deposit

1. The bidder has to submit an earnest money deposit (EMD) mentioned "Important Dates and information" header. Tender without earnest money will not be considered for acceptance.
2. The EMD can be in following form:
3. Such negotiable payment should be valid for a period of three months from the date of deposition of EMD.
4. Earnest Money of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting of performance security.
5. The earnest money/security deposit lying with the Department/office in respect of other tender awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.
6. Earnest Money of the successful bidder will be released once the bidder signs the agreement and furnishes the Security Deposit.
7. The Earnest money will be forfeited on account of one or more of the following reasons:
  - a. The Bidder withdraws their bid during the period of bid validity specified by them on the bid letter form.
  - b. Bidder does not respond to requests for clarification of their bid
  - c. Bidder fails to co-operate during the bid evaluation process, and
  - d. In case of a successful Bidder, the said Bidder fails:
    - i. to sign the Agreement in time; or
    - ii. to furnish Security deposit.
  - e. When the bidder withdraws or modifies the offer after opening of tender but before acceptance of the tender;
  - f. When he fails to commence the services as per work order within the time prescribed.
8. The EMD may be adjusted in the Security money by depositing the difference amount of Security money or alternatively EMD could be refunded back by taking fresh Security money.
9. No interest will be paid by the University on the Earnest money/security deposit.

## Bid Evaluation Process

1. Opening of bids: The Tendering Authority will open the bid in the presence of bidder's representatives who choose to attend, as per schedule.
2. Correction of Errors: Price Bids determined to be substantially responsive will be checked by the Tendering Authority for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence.
3. Evaluation of Technical Bids: The Tendering authority may take presentation in order to examine the technical competence of the bidder.
4. Evaluation and Comparison of Financial Bids
  - a. The Tendering authority's evaluation of a financial bid will take price quoted for project as final price.
  - b. If the bid of the successful bidder is substantially below the Tendering Authority's estimate for the contract, the Tendering Authority may require the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/reasonability of those prices. After evaluation of the price analysis, the Tendering Authority may require that the amount of the Security deposit be increased at the expense of the successful bidder to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder under the Contract.

# Disqualification

Tendering Authority may in its sole discretion and at any time during the processing of tender document, disqualify any bidder from the tender process if the bidder has:

- Submitted the tender after the schedule date and time.
- Firms not meeting eligibility criteria mentioned in the section 'Eligibility criteria'.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- Found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- Submitted tender which is not accompanied by required Earnest Money Deposit (EMD).
- Failed to provide clarifications related thereto, when sought.
- Submitted more than one tender. This will cause disqualification of all tenders submitted by such bidders.

Bidders, who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

A Bid not valid that are not as per section 'Bidding Process' and will be considered as non-responsive and would be disqualified.



## Security deposit & liquidated Damages

1. Selected firm shall carry out the services in conformity with generally accepted professional and technically accepted norms relevant to such assignments that are required for the project and which are to the entire satisfaction of the Tendering Authority.
2. In the event of any deficiency in services, the selected firm shall promptly take necessary action to resolve it, at no additional fees to the Tendering Authority.
3. Successful bidder will have to execute an agreement on a Non-Judicial Stamp of Rs. 100/- (Rs. 100 only) value within a period of 7 days from the date on which letter of acceptance or letter of intent is dispatched to successful bidder and security deposit within 15 days from the date of dispatch on which acceptance of the bid is communicated to him.
4. The earnest money deposited at the time of tender can be adjusted towards security amount or alternatively the bidder, taking the EMD back, may deposit a fresh Security deposit. The Security amount shall in no case is less then earnest money.
5. Successful bidder shall deposit the security deposit as follows:  
THREE PERCENT (3%) of estimated tender value mentioned in "Important dates and information" header.  
The form of security money shall be as Bank Draft/ Bankers Cheque in favour of The Registrar Dr. B.R.Ambedkar University, Srikakulam, A.P.-532410
6. No interest will be paid by the purchaser on the EMD & security deposit.
7. Failure of the selected firm to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Security deposit.
8. Liquidated Damages:

In case of extension in the delivery period / completion with liquidated damages the recovery shall be made on the basis of following percentages of value of total project cost.

S.No	Condition	LD % of work order
a.	Delay up to one fourth period of the prescribed delivery period / completion of work as per time schedule.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work as per time schedule.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work as per time schedule.	7.5%
d.	Delay exceeding three fourth of the prescribed period / completion of work as per time schedule.	10.0 %

- Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10%.

- If the selected firm 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.
- Delivery period may be extended with or without liquidated damages if the delay in the supply of goods/completion of work is on account of hindrances beyond the control of the bidder.
- Also Liquidated Damages would be deducted from the payment due for that milestone as mentioned in the section 'Terms of Payment'.

#### 9. Forfeiture of Security deposit

i. Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

- a. When the terms and conditions of contract is breached.
- b. When the bidder fails to make complete work satisfactorily.
- c. When contract is being terminated due to non-performance of the selected firm for consecutive two quarters of a year.
- d. Hiding of facts by the bidder if revealed at any stage, would amount to forfeiture of security and subsequently the bidder may also be black listed.

ii. Failure of the successful bidder to comply with the requirement of the contract, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

#### 10. Release of Security deposit

The security deposit, which is deposited for the project, will be returned back after 6 months of successful completion of the project after deducting the Dues.

## Terms of Payment

1. Payment shall be made by the Tendering Authority only after completion of work order or delivery of services, commissioning and acceptance of the Tasks detailed in section 'Scope of work' and 'Deliverables', to the entire satisfaction of the University or any other agency nominated by University.
2. The Tendering Authority may consider making payments, which shall be subject to the following conditions on various tasks actually completed as under:

S.No.	Milestone (Yearly basis)	Amount Payable
1	If the task completed successfully as mentioned in " <i>Deliverables</i> " at <i>point No.1:Pre conduct of Main Exam.</i>	N x R x 12%
2	If the task completed successfully as mentioned in " <i>Deliverables</i> " <i>point No.4: Post conduct of Main Exam.</i>	N x R x 50%
3	If the task completed successfully as mentioned in " <i>Deliverables</i> " <i>point No 2, 3, 5, 6 &amp; 7: Pre conduct of Supplementary Exam., Pre Conduct of Re-evaluation and Scrutiny Exam., Post Conduct of Supplementary Exam., Post conduct of Re-evaluation and Scrutiny Exam. &amp; Supply of OMR Answer (response Sheet)</i>	N x R x 23%
4	If the task completed successfully as mentioned in " <i>Deliverables</i> " <i>point No. 8&amp;9: Value added services, NAD work and delivery of data with declaration.</i>	N x R x 15%

N = Number of candidates\* registered in the Roll List of the main examination

R = Approved rate of Project per unit (Candidate\*)

\* Candidate means the student registered in the Roll List of the main examination. Candidates of supp. RE/SCT. will not be counted separately for the billing purpose.

### Note:

1. No Advance Payment will be made.
2. The tender period which is three exam years could be extended for one exam year by mutual agreement of both the parties, if work done satisfactorily by the firm.
3. Before bidding, firm has understood the nature of working of the University, different schemes, syllabus, examination pattern etc.
4. The firm is required to quote the consolidated rate including all levies and all other expenses, manpower, material etc. and to the University office .

# General Terms and Conditions of Tender

Note: Bidder must read these conditions carefully and comply strictly while sending/submitting their tenders.

1. Cost in financial bid shall be written both in words and figures and there should be no errors.
2. The bidders' representatives who are present at the time of technical bid and opening of financial bid shall sign a register evidencing their attendance. The bidder's names, the Bid Prices, the total amount of each bid, and such other details as the Tendering Authority may consider appropriate, will be announced and recorded by the Tendering Authority at the opening.
3. Bidder shall quote firm prices against each of the items as detailed in the price bid. No conditional discounts shall be quoted in the bid e.g. discounts based on conditions linked with bid/security deposit, advance payments, selection of combination of products or product options, number of personnel etc. Financial bids with such conditional discounts would be summarily rejected.
4. All required software and hardware has to be managed by the firm on its own cost for successful and timely completion of the project.
5. The complete bid document submitted by the firm should have page numbering.
6. Any Change in the constitution of the company, etc. shall be notified forth with by the selected firm in writing to the purchase officer and such change shall not relieve any former member of the company, etc., from any liability under the contract.
7. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Hon'ble Vice Chancellor, Dr.B.R.Ambedkar University, Srikakulam whose decision shall be final.
8. All legal proceedings, if necessary arises to institute may by any of the parties (Dr.B.R.A.U or Contractor) shall have to be lodged in courts situated in SRIKAKULAM and not elsewhere.
9. Loss of Revenue to the Tendering Authority: The bidder shall be vicariously liable to indemnify the Tendering Authority in case of any misuse of data/information by the bidder, deliberate or otherwise, which comes into the knowledge of the purchaser during the performance or currency of the contract.
10. Currency of Payment: Payment shall be made in Indian Rupees only.
11. Change orders: The Tendering Authority may at any time, by a written order given to the bidder, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any part of the work under the contract, whether changed or not changed by the order, and equitable adjustment shall be made in the security deposit, Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the purchaser's changed order.
12. Contract Amendments: No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Bidder and the Purchaser.

13. Tendering Authority Right to Accept any bid and to reject any or all bids: The Tendering Authority reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchasers action.
14. *Tendering authority reserves the right to distribute the work among one or more bidders who agree to match L1 rates for the said work. However final decision will be of tendering authority and will be binding on all bidders.*
15. Notification of award: Prior of the expiration of the period of the bid validity, the Tendering Authority will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract. Upon the successful bidder's furnishing of security deposit, the Tendering Authority will notify each unsuccessful bidder and will discharge its EMD.
16. Force Majeure:
  - a. Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its security deposit, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
  - b. For Purposes of this clause, "Force Majeure "means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of not foreseeable. Such events may include but are not restricted to acts of the Tendering Authority either in its sovereign or contractual capacity, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - c. If a Force Majeure situation arises, the bidder shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.
17. Termination for insolvency: The Tendering Authority may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
18. Termination for Convenience: The Tendering Authority, may, by written notice sent to the bidder, 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 Tendering Authority's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
19. The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.
20. The bidder shall pay the expenses of stamp duty for execution of agreement.
21. If a bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tenders 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 tender issued by the Purchase Officer.

22. Use of online documents and information
- a. The bidder shall not, without the Tendering Authority's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by the bidder performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
  - b. The bidder shall not, without the Tendering Authority's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.
  - c. Any document, other than the contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the purchaser on completion of the Bidder's performance under the contract, if so required by the purchaser.
23. Rejection:
- a. Various reports mentioned in the section 'Deliverables' should be stipulated format and consistent with data.
  - b. Final data submitted in corrupt or unrecognisable or incomplete in terms of part fields or containing any security threats will not be accepted and will have to be resubmitted by the firm at his own cost to Dr.B.R.A.U
24. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by rail and road or air and delivery of the student data (CD/DVD/HDD) in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the time of checking/ inspection by the consignee. No extra cost on such account shall be admissible.
25. The Contract for the supply can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
26. Delivery:
- a. The bidder whose tender is accepted shall arrange to supply the ordered data/reports as per specifications mentioned in this document and within time period.
  - b. Declaration of result (with students less than 10000) has to be done within 4 days after last awards are provided. Declaration of result (with students more than 10000) has to be done within 7 days after last award are provided.
  - c. Warranty/Guarantee Clause: Bidder will have to resubmit the report/data to Dr.B.R.A.U within TWO days of notice if such condition arises after final submission of the same. This clause will be valid for one year term after final submission of data/reports. Otherwise the bidder shall pay such damages as may arise by the reason of the breach of condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase officer in that behalf under this contract otherwise.

27. Insurance: The data/reports will be delivered at the destination office in perfect condition. The selected firm, if he so desires may insure the goods (data, web application and equipments used by firm etc.) 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 selected firm and Tendering Authority will not pay such charges if incurred.
28. The time specified for delivery by the University shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the specified period.
29. Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected data shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected data and in case of failure in satisfactory replacement by the selected firm along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under A.P. PDR Act or any other law in force.
30. The Tendering Authority reserves the right to carry out the capability assessment of the Bidder and the Purchaser's decision shall be final in this regard. The individual signing the tender or other document, in connection with the tender must certify as to whether he or she has signed as:
  - a. A "Sole proprietor" of the firm or constituted attorney of such sole proprietor.
  - b. A partner of the Bidder, if it be partnership, in which case he must have authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney.
  - c. Constituted attorney of the Bidder, if it is a company.
31. Standard of Performance: The selected firm shall carry out the tasks; Services assigned and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry.
 

.....

The selected firm shall also adhere to professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The selected firm shall always act in respect of any matter relating to this contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchasers legitimate interests in any dealings with the third party.
32. Firm will be required to attend any problem raised at any level i.e. data capturing, data entry, submission and dataprocessing. Any call will have to be attended/rectified within an hour.
33. Schedule of Payment: Payment shall be made as per 'Terms of Payment' of the tender and to the entire satisfaction of the Tendering Authority or any other agency nominated by him.
34. Taxes and Duties:
  - .....A. The selected firm shall be entirely responsible for all taxes, duties, license fees, road permits etc. incurred until delivery of the contracted Goods (student form data) to the Tendering Authority.
  - .....B. increase in the rates shall be allowed during the period of the contract.
  - C. Income Tax shall be deducted from the payment of the bills as per rules.

35. Termination For Default: The Tendering Authority may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part if :
- a. The bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the Tendering Authority.
  - b. The bidder fails to perform any other obligation(s) under the contract.
36. "NO CLAIM" Certificate: The bidder shall not be entitled to make any claim, whatsoever, against the Tendering Authority under or by virtue of or arising out of this contract nor shall the Tendering Authority entertain or consider any such claim, if made by the bidder after he shall have signed a "no claim" certificate in favour of the Tendering Authority in such forms as shall be required by the Tendering Authority after the works are finally accepted.
37. Passing of property: Ownership shall not pass to the Tendering Authority unless and until the data and documentation thereof have been tested and accepted in accordance with the conditions of the contract to the entire satisfaction of tendering authority.
38. Other Conditions: The Dr.B.R.A.U will be free to use data and reports submitted in any possible way. The Tendering Authority reserves the right to release the order for whole or part of the products as per the requirements of the Tendering Authority.
- ~~The selected firm shall~~ indemnify the Tendering Authority against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the products supplied by the selected firm.
- The selected firm shall provide training on appropriate aspects wherever desirable that Tendering Authority feels necessary to such persons as nominated by the Tendering Authority.
39. Acceptance: If the data submitted to Dr.B.R.A.U does not match with the verified data form, Dr.B.R.A.U shall reject the data and firm will be responsible for rectifying the error to extent as required by Dr.B.R.A.U.
40. NOTICES
1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing.
  2. A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Contractor to the Tendering Authority on change address if informed in writing, these shall be sent to the tendering authority by the Contractor at the address mentioned in the letter of Award.
41. The University may appoint inspection committee to visit the firm to ensure the infrastructure, manpower etc, as per requirement of Tender.
42. Blacklisting: The Tendering Authority would forfeit all the securities deposits against the supply orders placed on to it, if selected firm is blacklisted
43. The firm has to provide the complete information regarding hardware and licensed software.
44. ~~The firm will~~ have to start the online work within 07 days from the date of issue of work order.



45. Examination Website must be available for whole year or for the period specified by the University, whichever is later.
46. The firm shall not be permitted to utilize data, the facilities and the site for any commercial or advertisement purpose. However, any type of use of the same by University will be a binding upon the service provider. (No extra payment will be made for such service).
47. Hosting server uptime must be at least 95% (attach documentary proof).
48. There should be a system ensuring total security/confidentiality and data recovery.
49. No information regarding candidates etc. is to be transmitted on the anyone else in any form.
50. If work is found satisfactory, the term of agreement shall be extended to another exam year on same terms and conditions with mutual consent. Only one such continuous extension will be allowed.
51. The Tenders must be submitted accurately in accordance with the conditions of the tender and all the enclosures (duly signed and stamped) must be attached along with the tender as demanded, otherwise the tender may be cancelled.
52. The TDS will be deducted from the bills as per Govt. order at the time of payment by the University.
53. Information about DBMS software which will be used by the given in execution of the job and file formats on which the data files of pre and post examination will be provided by the firm. All the students' data compiled by the firm regarding admission and examination shall also be provided by the firm.
54. The firm will be solely responsible for the completions and execution of the work in file.
55. No mobile will be allowed with workers.
56. Any liability regarding persons engaged in job work will be borne by contractor/firm.
57. The successful bidder has to participate in data migration to higher education portal or any other portal which University authorises to undertake for future usage of data prepared under the premises of this tender.
58. The successful bidder has to participate in uploading data in National academic depository (project of UGC) as per requirement of the project.
59. Appeal, if any bidder is aggrieved by the decision, action or omission of the procuring entity, he may file an appeal to appellate authority as per the provision of RTTP act 2012.
60. COMMITTEE FOR SUPERVISION: - The Tendering Authority will be at liberty to authorized the purchase committee to supervise all services in all the areas mentioned above set up Committee of Officers to supervise all Services in all the areas mentioned Above.
61. HANDING OVER OF WORKS: - The Contractor shall be bound to hand over the works executed under the contract complete in all respect to the satisfaction of the Tendering Authority. The Tendering Authority shall determine the date on which the work is considered to have been completed. The Tendering Authority shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Tendering Authority.

62. SUB CONTRACT :- The Contractor shall not assign or subcontract the assignment or any part thereof to any other Contractor except with the prior consent in writing of the Tendering Authority and provided the University shall have specifically approved such other Contractor The University may in its sole discretion and without assigning any reason refuse to give such consent.

63. Confidentiality

a) Notwithstanding anything contained in this RFP 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 communicates with the selected bidder related to the procurement process in such manner as to avoid their disclosure to any other person not authorized to have access to such information.

c) 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 confidentially of such information.

64. 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.

65. 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.

66. LEGAL JURISDICTION: - All legal disputes are subject to the jurisdiction of Srikakulam courts only.

67. SUSPENSION OF WORK

The Contractor shall, if ordered in writing by the tendering authority for non performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Contractor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Contractor, and lasts for a period of more than 2 months, the Contractor shall have the option to request the tendering authority to terminate the Contract with mutual consent.

Declaration

I have read all the terms and conditions and I give my consent to agree with.

Signature of bidder

Address.....

e-mail-----

Telephone / mobile

# Technical Bid

Addressed To:

I.

..... Name of the Tendering Authority	Dr. B.R.Ambedkar University, Srikakulam, Etcherla, A.P.-532410.
Address	Dr. B.R.Ambedkar University, Srikakulam, Etcherla, A.P.
Telephone	08942- 240900, 281518 (O)
e-mail	<i>regdrbrau@yahoo.com</i>

II. Other Related Details.....

Name of Bidder (firm)		
Name of Contact Person		
Registered Office Address		
Year of Establishment		
Type of Firm		
Telephone Number(s)		
Email Address/ Website	Email:	Website:
Fax No.		
Mobile Number		
Area of Specialization		

III. The Tender Fee amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) has been deposited vide DD/Banker's Cheque no. \_\_\_\_\_ dated \_\_\_\_\_.

IV. Following documents are attached towards the proof of earnest money deposited......

Sno	Earnest Money Deposited through	Number	Dated
1	Online only		

V. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender. Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

VI. Reproduced / re-word-processed formats or tenderer's own formats for the pricebids will disqualify the tender.

VII. Service Tax Clearance Certificates:.....

S.No.	Type of Tax	Whether Tax Clearance certificate enclosed(Yes/No)	Certificate Number

VIII. Eligibility Criteria table:.....

S.No.	The following criteria must be fulfilled by a Bidder:	Remark	Mention page number where related document is attached
1.	An Individual organization shall submit the Bid. No consortium is allowed.	Attach self declaration	
2.	The bidder should be an ISO:9001/ISO:27001 certified company/firm in the area of examination processing.	attach certificate issued by the competent authority	
3.	The bidder should be established, reputed and reliable firm in the field of IT and data processing in particular.	Attach related documents	
	i) Processing in particular : Minimum experience in providing services for University (UG/PG/Prof.) examination work shall be minimum 02 years of two state funded Universities in the period 2013-2018. ii) *The bidder should have completed the work of at least 1.00 lacs candidates per year	Attach related documents	

S.No.	The following criteria must be fulfilled by a Bidder:	Remark	Mention page number where related document is attached
	<p>iii) *The experience should include pre examination, online work, post examination, revaluation work, OMR scanning and evaluation etc. of the University.</p> <p>The bidder must attach copies of the work orders/contracts/ Work Completion certificates clearly indicating total value of work, deliverables and scope of work for the projects without which the firm's bid will liable to be rejected.</p>		
4.	Firm has at least 02 years experience, in the area of answer book preparation related works like putting fictitious number, scanning flaps, decoding etc. of the state funded University	Attach copy of documents showing of experience	
5.	Average turnover should be Rs. 50 lacs per year for last three financial years i.e. FY 2015-16, 2016-17& 2017-18 Audited copies of Balance Sheet & P&L account of last three financial years must be enclosed with the Technical Bid. In case of audited accounts for financial year 2017-2018 is not available, certificate from CA must be enclosed with technical bid.	Attach copy of audited Balance sheet & P&L A/c for FY 2015-16/ 2016-17/ 2017-18	
6.	The bidder must not be black listed by any government/ PSU/ Board/ University. Bidder has to submit undertaking in this regard.	Attach undertaking on firm's letter head	
7.	The bidder has to provide a copy of GST registration certificate, Service tax clearance certificate and PAN card. The GST registration number should be quoted and VAT clearance certificate from the commercial taxes officer of the circle concerned shall be submitted.	Attach copy of GST registration, Pan Card, Service Tax/ Vat Clearance certificate	
8.	The bidder has to execute and complete the awarded work in the specified time period. The bidder has to submit undertaking in this regard.	Attach undertaking on firm's letter head	
9.	The bidder has to submit the proposed team structure with roles and responsibilities of key top management and technical staff.	Attach team structure	
10.	(i) Attested copy of Partnership deed in case of partnership firm. (ii) Registration number and year of registration in case of partnership firm is registered with registrar of firm.	Attach relevant copies	
11.	The bidder must submit at least 02 reference/certificate for satisfactory services from the Universities where they have carried out the examination work during past five years.	Attach first, Second & Third reference	

IX. Please furnish the following information regarding server and software:.....

<i>Particular</i>	<i>Attachment Page No.</i>
(i) Location of the server. Hosting server details, server uptime and server bandwidth related document. Details of server and other hardware with their operational capacity performance. Data encryption.	
(ii) Location and detail of Backup server	
(iii) Details of licensed software's to be used.	

X. We accept the schedule of payment in this document.

XI. Technical Bid duly filled and signed is enclosed with this tender form along with Terms and conditions in token of acceptance.

Dated:

Signature of bidder

Name of bidder with seal:

\_\_\_\_\_

Details of main work orders of the State funded University regarding on line work /  
examination work

Year of Examination	Name of the University	No. of students	Total value of work done (Rs.)	Nature of work
Examination year .....	1.			
	2.			
	3.			
Examination year .....	1.			
	2.			
	3.			
Examination year .....	1.			
	2.			
	3.			
Examination year .....	1.			
	2.			
	3.			
Examination year .....	1.			
	2.			
	3.			



# Letter of undertaking/Declaration

(ON THE LETTER HEAD OF THE TENDERER)

## LETTER OF UNDERTAKING DECLARATION

We, M/s ..... hereinafter called as "Tenderer" complete address.....

..... hereby declare in favour of the The Registrar,

Dr.B.R.A.U., Srikakulam, Hereinafter called as the "Tendering Authority"

and agree to abide by the following:

1. We have attached company constitution details.
2. Certificate of satisfactory past performance have been enclosed.
3. We have performance certification(s) as given below (Certificate valid till-date are enclosed)

S.No	Name of the University for which the work is carried out.	Year of Examination	Type of work	Amount	Description of Work
1					
2					
3					

4. We have organisation/service setup given below.

S.No.	Place (Name & address)	Infrastructure setup									
		Computers with brand and type	web server	data server	Printers line matrix	Printers Laser	Scanner	Fict.No. Printing Machine	Data backup devices	UPS	Others

5. We have manpower setup as given below.

S.No.	Place (Name and Address)	Manager	Supervisors	Programmer	Assistant Programmers	Operators	Others

6. The annual turn over of our firm for last three financial years is given below.

Turn Over of the Firm for India (Rs. In Lac.)	2016-17	2017-18	2018-19

7. We agree to accept partial Order if placed.
8. We shall give benefit of any price reduction found by the time of placing the supply order.
9. The above document is executed on \_\_\_ / \_\_\_ / \_\_\_ place \_\_\_ and we accept that if any thing out of the information stated above found wrong, our tender is liable for rejection.

Name of Person: \_\_\_\_\_

Complete Address: \_\_\_\_\_

## Attachments of Documents in the Bid – Checklist

S.No.	List of Documents	Whether enclosed (Yes or No)	Annexed as (Page No.)
1.	Cover Letter		
2.	Certificate of Incorporation/ Articles of association/ Partnership Deed, etc.		
3.	Details of the authorized contact person of the Bidder		
4.	Documentation showing the proof of having fulfilment of eligibility conditions and work experience certificate.		
5.	Proposed methodology for undertaking this assignment.		
6.	Earnest Money Deposit in favour of Dr.B.R.A.U, Srikakulam.		
7.	A declaration of any actual or potential conflict of interest.		
8.	Tender document with technical bid, DD or receipt of Earnest money, RISL fee duly signed & sealed in token of acceptance of terms and conditions of the tender (from pages 1 to 46). Sealed envelope marked as "Technical Bid"		
9.	Financial bid signed and sealed by the bidder in a separate envelope. (page 47). Separate sealed envelope marked as "Financial Bid"		
10	Declaration must be furnished in case bidder is Blacklisted by Private / Public body.		
11.	Address of the bidder's office in Andhra Pradesh		
12.	A sealed envelope marked "Web Support & Data Processing of Pre-Post Examination work, Answer Book Preparation work for the year 2018-19 & 2019-20" and address to <i>The Registrar, Dr. .R.Ambedkar University, Srikakulam containing 2 separate sealed envelopes mentioned at s.no. 8 and 9 in this table</i>		

## DRAFT OF AGREEMENT

1. An agreement has been made this.....day of ..... between .....(herein after called “the approved Service Provider”, which expression shall, where the context so admits, be deemed to include heirs, successors, executors and administrators) of the one part and the Dr.B.R.Ambedkar University (herein after called the “Dr.B.R.A.U.” which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Service Provider has agreed with the Dr.B.R.A.U. to provide services to the Dr.B.R.A.U, Srikakulam, at its head office as well as branches offices throughout A.P., all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column.....of the set schedule.
3. And whereas the approved Service Provider has deposited a sum of Rs.....in.....
  - A. Bank Draft/Challan no/Banker Cheque no.....dated.....
  - B. Post office saving bank Passbook duly hypothecated to the departmental authority.
  - C. National savings certificates/Defense savings certificates, Kisaan vikas patras, or any other script/ Instrument under national saving schemes for promotion of small savings, if the same can be placed under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formerly transferred to the departmental authority.
  - D. Bank guarantee of any of the scheduled banks in the prescribed format.
4. Now these presents witness:
  - A. In consideration of the Payment to be made by the Dr.B.R.A.U. through.....at the rates set forth in the schedule hereto appended approved Service Provider will duly perform the said services set forth in .....and .....thereof in the manner set forth in the conditions of the bid and contract.
    - B. The conditions of the bid and contract for open tender enclosed to the tender notice number.....dated.....and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
    - C. Letter nos.....received from the bidder and letters nos.....received by the Dr.B.R.A.U. and appended to this agreement shall also form part of this agreement.
    - D.
      - i. The Dr.B.R.A.U. do hereby agree that if the approved Service Provider shall duly perform the said services in the manner aforesaid observe and keep the said terms and conditions, the Dr.B.R.A.U. will through.....pay or cause to be paid, to the approved Service Provider at the time and the manner set forth in the said conditions, the amount payable for the work.
      - ii. The mode of payment will be as specified below:
        1. ....
        - 2.....
        - 3.....

5. The delivery shall be affected and completed within the period noted below from the date of work order:-

S. No	Items Qty	Delivery period

6. (1) In case of extension in the execution period with liquidated damage, the recovery shall be made on the basis of as mentioned in Tender document.
- (2) Delivery period may be extended with or without LD if the delay in the delivery of services is on account of hindrances beyond the control of the SP.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Hon'ble Vice Chancellor, Dr.B.R.A.U. and the decision of the Hon'ble Vice Chancellor, Dr.B.R.A.U. shall be final and binding for both the parties.
8. For all legal disputes the jurisdiction shall be SRIKAKULAM only.

In witness whereof the parties hereto have set their hands on the .....day of.....201.....

Signature of the approved

Signature for and on behalf of  
Dr.B.R.A.U.

Service Provider

Designation

Date:

Date:

Witness No 1

1. Witness

Witness No 2

2. Witness

## ANNEXURE (A)

### Compliance with the code of integrity and no conflict of interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process 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 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 correction 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.

- i. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for 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 regarding the bidding process; or
  - e. The bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or 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:

Signature of the Bidder

Date:

## ANNEXURE (B)

### Declaration by the bidder regarding qualifications

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 A.P. 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 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 directors 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

Name:

Designation:

Address:

## ANNEXURE (C)

### Grievance redressal during procurement process

The designation and the address of the first Appellate Authority is  
The Registrar, Dr.B.R.A.U, Srikakulam.

The designation and the address of second Appellate Authority is  
The Hon'ble Vice Chancellor, Dr.B.R.A.U, Srikakulam.

#### (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 filed 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 participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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 Authority, 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 to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



## ANNEXURE (D)

### Additional conditions of contract

#### 1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, 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 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 accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing 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 from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

## Financial (commercial) Bid

### Item Rate (BoQ)

Tender Inviting Authority: The Registrar, Dr. B.R.Ambedkar University, Srikakulam-532410

Name of Work: Web Support & Data Processing of Pre-Post Examination work, Answer Book Preparation for the year 2018-19 & 2019-20

NIT No:

Bidder Name :

### PRICE SCHEDULE

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

S. No.	Item Description	Approx. Number of Units (for 2 YEARS)	Units	Approximate rate	Rate per candi-date Inclusive of all taxes other than GST and NAD uploading charges (to be filled by the firm)	Rate per candi-date Inclusive of all taxes	Total Amount In Words
1	2	3	4	5	6	7	8
1	Confidential paper printing for Examination work of UG/ PG/ Professional/ semester for examination as mentioned in the section 'Scope of work' and 'Deliverables' as per terms and conditions mentioned in the tender document.		Candi date	Rs.:			
Total in Figures							
Quoted Rate in Words							
Note:	The firm is required to quote the consolidated rate in column no.6 including all levies/tax. GST will be paid extra by the University and NAD uploading charges will also be paid extra by the University (the amount charged by the CDSL/NSDL only)						

Signature of Tenderor

Mobile No:

& Full Address

Signature of Registrar