

**Government of Rajasthan
Commissionerate of Agriculture, Jaipur**

No. F 36 (93)/CAg/Comp/ Networking /2018-19/ 628-33

Date: 22/05/2018

NOTICE

Sealed bids are invited for Rate Contract for providing IT Networking Services for Department of Agriculture. Details may be seen in the bidding document at the website of State Public Procurement Portal (<http://sppp.rajasthan.gov.in>), <http://dipr.rajasthan.gov.in>, OR our department's portal (<http://agriculture.rajasthan.gov.in>). The interested firms/companies, Authorized Dealers & Distributors may submit their proposals up to 2:30 PM of 01 June 2018.


(Vikas Sitaramji Bhale)
Commissioner, Agriculture
Rajasthan

No. F 36 (93)/CAg/Comp/Networking/2018-19/

Date:

INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)

Request for Proposal for Selection of agency for Maintenance of IT Network at Pant Krishi Bhawan

2ndFloor, Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan), 302005Phone:
0141-2227365 Ext-267, 0141-5110463; Fax: 0141-5116231, 35, 37Web:
<http://agriculture.rajasthan.gov.in>, Email: acp.agri@rajasthan.gov.in

Selection of Agency for Rate Contract for providing IT Networking Services

Contents

1. Pre-Qualification/ Eligibility Criteria	5
2. Scope of Work	8
3. Project Deliverables, Timelines, Milestone and Payment Terms & Schedule	10
4. INSTRUCTION TO BIDDERS (ITB).....	11
4.1 Sealing and Marking of Bids	12
4.2 Bid evaluation Criteria (Selection Method).....	12
4.3 Right to vary quantity	12
4.4 Price Fall	12
5. TERMS OF PAYMENT & OTHER CONDITIONS.....	13
5.1 Payment Terms and Schedule	13
5.2 Other Conditions	13
ANNEXURE-1- BILL OF MATERIAL WITH SPECIFICATION	14
ANNEXURE-2-TECHNICAL BID FORMAT	16
ANNEXURE-3- FINANCIAL BID FORMAT	18
ANNEXURE-4: SELF-DECLARATION	20
ANNEXURE-5: DRAFT AGREEMENT FORMAT.....	21
ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012.....	24
ANNEXURE A: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST	25
ANNEXURE B: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS.....	26
ANNEXURE C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS.....	27
ANNEXURE D: ADDITIONAL CONDITIONS OF CONTRACT.....	29

**Government of Rajasthan
Commissionerate of Agriculture, Jaipur**

No. F 36 (93)/CAg/Comp/ Networking/2018-19/

Date:

NOTICE

Sealed bids are invited for Rate Contract for providing IT Networking Services for Department of Agriculture. Details may be seen in the bidding document at the website of State Public Procurement Portal (<http://sppp.rajasthan.gov.in>), <http://dipr.rajasthan.gov.in>, OR our department's portal ([http:// agriculture. rajasthan.gov.in](http://agriculture.rajasthan.gov.in)). The interested firm/companies, Authorized Dealers & Distributors may submit their proposals up to 2:30 PM of 1st June 2018.

(Vikas Sitaramji Bhale)
Commissioner, Agriculture
Rajasthan

Selection of Agency for Rate Contract for providing IT Networking Services

Government of Rajasthan

Commissionerate of Agriculture, Rajasthan, Jaipur

No. F 36 (93)/CAg/Comp/Networking/2018-19/

Date:

INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)

This is to inform all concerned that this office intends to enter into a Rate Contract for providing IT Networking Services under State Plan for relevant officers to increase effectiveness of Government service delivery and improve access to timely and relevant information & services.

Important Dates

1. Bid Document sale start date 23.05.2018, 11.30AM
2. Last date to sale Bid Document 01.06.2018, 01.30PM
3. Last date & Time for Bid submission 01.06.2018, 02.30PM
4. Date & Time to opening of Technical Bids 01.06.2018, 03.30PM
5. Date & Time of opening of Financial Bids shall be communicated to technically qualified bidder.

General Terms & Conditions:

1. The bid should be forwarded to the Analyst-cum-Programmer (Dy. Director), Agriculture Department, Room No. 253, Pant Krishi Bhawan, Janpath, Jaipur in a sealed envelope mentioning "Bid for Rate Contract (mentioning package for the bid has been submitted) for providing IT Networking Services" on the top of envelope.
2. Bidder (authorized signatory) shall submit their bid formats both for technical and financial proposal along with DD for Tender Fees and Bid Security physically at the office of Tendering Authority as prescribed in NIB.
3. Estimated value of the total procurement is Rupees Four Lacs Only (INR 4.00 Lac Only). For Package-1 estimated value is Rs. 2.6 Lacs and for Package-2 estimated value is Rs. 1.4 Lacs.
4. Amount of Fees is as below:-
 - Bidding Document Fee: Rs. 200/- for each package. If a bidder wishes to bid for both package than bid document fee is Rs. 400/- and if a bidder wishes to bid for any one of the package than bid document fee is Rs. 200/-
 - Bid Security Fee: Amount (INR): For
 1. **Package-1- Network Engineer-** INR 5200.00, INR 1300.00 for S.S.I. of Rajasthan, INR 2600.00 for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.
 2. **Package-2- Network Items-** INR 2800.00, INR 700.00 for S.S.I. of Rajasthan, INR 1400.00 for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.
 3. **For both the Package 1 & Package 2-** INR 8000.00, INR 2000.00 for S.S.I. of Rajasthan, INR 4000.00 for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.

Selection of Agency for Rate Contract for providing IT Networking Services

5. The bidder should clearly specify the complete details of the items offered, make and model of manufacturing firm for package-2.
6. Bidder has to indicate the name, contact address, E-mail ID, telephone and mobile numbers of the authorized vendor/firm who will look after the service of the quoted items after awarded for items under warranty in package-2.
7. Every bidder, participating in the procurement process for any of the package or both the package will be required to furnish the bid security as specified in the NIB. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favor of "Commissioner of Agriculture, Jaipur".
8. The selected bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.
9. The bid security (EMD) of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security by successful bidder.
10. Prior to execution of agreement, Performance security shall be solicited from the successful bidder, the amount of performance security shall be 5% of the amount of contract value.
11. Performance security shall be furnished in forms of Demand Draft or Banker's Cheque of a scheduled bank and shall be released after 60 days of contract period and upon successful completion of scope of work.
12. The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
 - First Appellate Authority: Additional Chief Secretary, Agriculture & Horticulture, GoR
 - Second Appellate Authority: Dy. Secretary (Budget), Department of Finance, GoR
13. Government has the right to reject any quotation if found incomplete or for any other reason.
14. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

(Vikas Sitaramji Bhale)
Commissioner, Agriculture

Date:

No. F 36 (93)/CAg/Comp/Networking/2018-19/

Copy to following for information and necessary action:-

1. PS to Commissioner, Agriculture, Rajasthan
2. PA to Additional Director, Agriculture (Co Ordination), Rajasthan
3. Financial Advisor, Agriculture, CoA, Jaipur
4. Deputy Director, Agriculture (QC) and DDO, HQ
5. Office Notice Board & Guard file.

Analyst-cum Programmer (Dy. Director)
CoA, Jaipur

Selection of Agency for Rate Contract for providing IT Networking Services

1. Pre-Qualification/ Eligibility Criteria

- a) A bidder (Service Provider, authorized agencies are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>Bidder bidding for any OR both of the package should be:-</p> <ol style="list-style-type: none"> 1. A Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 2. A company registered under Indian Companies Act, 1956 <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 3. A partnership firm registered under Indian Partnership Act, 1932. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 4. A Firm/Company registered under the L.L.P Act 2008 <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 5. An organisation registered under Rajasthan State Trust Act/Indian Trusts Act 1882/Society Registration Act, 1860/Any other Trust or Society Act of Government of India/ Department of GOI/GoR 	<ol style="list-style-type: none"> 1. Copy of valid Registration Certificates 2. Copy of valid Registration/ incorporation Certificates 3. Copy of valid Registration Certificates 4. Copy of valid Registration Certificates 5. Copy of valid Registration Certificates from Registrar of Societies
2	Financial: Turnover	<p>If the bidder is bidding for any one/both the package than bidder has to satisfy the applicable criteria for which the bid is submitted as per criteria mentioned below:-</p> <ul style="list-style-type: none"> • For Package-1- Networking Engineer Bidder should have a minimum average annual turnover of Rs. 6.50 Lac for the last three financial years as per audited balance sheets, i.e., for the period of FY 2014-15 to FY 	CA Certificate with CA's Registration Number/Seal

Selection of Agency for Rate Contract for providing IT Networking Services

S. No.	Basic Requirement	Specific Requirements	Documents Required
		2016-17. <ul style="list-style-type: none"> • For Package-2- Networking Items Bidder should have a minimum average annual turnover of Rs. 3.50 Lac for the last three financial years as per audited balance sheets, i.e., for the period of FY 2014-15 to FY 2016-17. • For Both Package-1 (Networking Engineer) & Package-2 (Networking Engineer) Bidder should have a minimum average annual turnover of Rs. 10.0 Lac for the last three financial years as per audited balance sheets, i.e., for the period of FY 2014-15 to FY 2016-17. 	
3	Technical Capability & Experience	If the bidder is bidding for any one/both the package than bidder has to satisfy the applicable criteria for which the bid is submitted as per criteria mentioned below:- <ul style="list-style-type: none"> • For Package-1- Networking Engineer The bidder must have successfully completed at least one assignment of IT/ITES valuing Rs. 2.08 Lacs during the last three years from the original date of submission of bid. • For Package-2- Networking Items The bidder must have successfully completed at least one assignment of IT/ITES valuing Rs. 1.12 Lacs during the last three years from the original date of submission of bid. • For Both Package-1 (Networking Engineer) & Package-2 (Networking Engineer) The bidder must have successfully completed at least one assignment of IT/ITES valuing Rs. 3.2 Lacs during the last three years from the original date of submission of bid. 	Work Order + Self Certificate of Completion of work
4	Tax registration	The bidder should have a registered number of i. GST Registration where his business is located ii. PAN	Copies of relevant certificates of registration number
5	Bid Security Deposit	Bid Security Fee: Amount (INR): For <ul style="list-style-type: none"> • Package-1- Network Engineer- INR 5200.00, INR 1300.00 for S.S.I. of Rajasthan, INR 	D.D. / B.C. No. Bank: Date:

Selection of Agency for Rate Contract for providing IT Networking Services

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>2600.00 for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.</p> <ul style="list-style-type: none"> • Package-2- Network Items- INR 2800.00, INR 700.00 for S.S.I. of Rajasthan, INR 1400.00 for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. • For both the Package 1 & Package 2- INR 8000.00, INR 2000.00 for S.S.I. of Rajasthan, INR 4000.00 for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. 	
6	Undertaking	<p>Bidder should: -</p> <ol style="list-style-type: none"> i. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; ii. Not have a conflict of interest in the procurement in question as specified in the bidding document. iii. Comply with the code of integrity as specified in the bidding document. iv. not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; 	<p>A Self Certified letter as per Annexure-4: Self-Declaration</p>

b) In addition to the provisions regarding the qualifications of the bidders as set out in (a) above:-

- i. The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/Disqualification of bids

Selection of Agency for Rate Contract for providing IT Networking Services

- II. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

2. Scope of Work

Department of Agriculture invite proposal with an intent to enter into a rate contract with selected bidder/Service Provider to provide IT Networking Services under State Plan as per details mentioned in Annexure- 1.

Under this RFP, a rate contract will be entered for the items as given in Bill of Material (Annexure-1) with technical specifications for each package. Package-1 comprise of deployment of networking engineer and package-2 comprises of networking items. This Rate-Contract shall be valid for a period of one (01) year from the date of issue of letter of Rate Contract to the successful bidder. As this is a rate contract hence work order for items as mentioned in annexure -1 and in financial bid may be placed to selected bidder based on requirement. There may be case where work order may be placed for some items and may be for only some quantity. Hence, as per the requirement of Department of Agriculture work order will be placed to successful bidder.

2.1 Deployment of Networking Engineer (Package-1)

- Selected bidder for package-1 shall have to deploy Network Engineer at the Department of Agriculture, Pant Krishi Bhawan, Jaipur for the period mentioned in the work order.
- The deployed resource by selected bidder/service provider shall have to accomplish network activities for various sections to provide maintenance of the Windows System, Firewalls, Routers, Switches, Wireless Access Points, IO Boxes, Network Lines and maintenance of IT network of Department of Agriculture with SECLAN network team. Network Engineer shall ensure uptime of all the equipments, services and network including links to external networks like SECLAN, WI-FI.
- Resolve all day to day networking issues within department and rectify the complaints received from various department sections. The deployed resources shall have to perform networking job in above stated activities as well. Deployed resources shall only be provided leaves as per holiday calendar of Department of Agriculture. If the deployed resource is absent on any particular working day of department than it shall be treated as leave without pay and an amount equal to per day salary shall be deducted from the monthly payable rate of the deployed resource.

Selection of Agency for Rate Contract for providing IT Networking Services

- Preventive Maintenance Services: - The network engineer shall provide preventive maintenance services for all the supplied equipments at least once in every quarter. The preventive maintenance shall include – Check for any loose contacts in the cables & connections. Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
- Corrective Maintenance services- The network engineer shall provide troubleshooting of problems related to the equipments/network/services and rectification of the same. Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
- Asset Management Services:-
 - The Network Engineer shall be required to create and maintain database of all network assets.
 - The database should have information like configuration details, serial numbers, licensing agreements, warranty and AMC details, place of installation etc of each equipment.
 - The network engineer shall be required to record installation and removal of any equipment and inform department even if it is temporary.
 - The network engineer shall be required to register all software (in case not registered) with respective OEMs.
- Configuration and reconfiguration of equipments/network/services
 - The Network Engineer shall be responsible for configuration/re-configuration of all the equipments/services as and when required.
 - The Network Engineer shall maintain a record of hardware and software configurations of all equipments including the details of different policies implemented on the devices such as VLAN configurations, access control lists, routing filters, clustering details etc. Network Engineer shall keep regular backups of soft copies of the configurations of each of the devices mentioned above. Network engineer shall handover all the maintain records, backup of softcopies related to device configurations to the concern department official and submit the no dues certificate at the time of final payment.
- Eligibility and Qualification of Network Engineer to be deployed by selected bidder
 - Graduate with CCNA (Cisco Certified Network Associate) or MCSE or an equivalent qualification from a recognized or reputed institution.
 - Good knowledge of computers network (LAN,WAN, WI-FI, office network, Email Configuration)
 - Full command over LAN, WAN, WI-FI, switches, routers, IO boxes, network wiring etc.
 - Should be able to handle basic hardware issues (including Operating System, Anti-virus, PDF etc.) relating to PCs, printers and switches
 - Should be able to handle day to day issues and rectified relating to PCs,

Selection of Agency for Rate Contract for providing IT Networking Services

printers and switches.

- At least 1 year of experience is necessary

2.2 (Package-2- Supply of networking Items)- Supply of networking equipments and providing Comprehensive Onsite Maintenance with supply of spare parts for equipments.

- To maintain such large infrastructure effectively without any interruptions to IT Network services (24 x 7 availability of IT infrastructure) to users, selected bidder for package-2- networking items is required to supply items mentioned under package-2 for entire contract period.
- Selected bidder/service provider is required to provide the comprehensive onsite maintenance for a period of one year from the day of successful installation only for indicated items as per technical specifications. Further if and supplied item is out of service of requires time to rectify the issue, in that case selected bidder/service provider shall replace it with any standby item for the time being. The details of the work to be undertaken is as follows:
 - Repairing of defective parts/components.
 - Replacement of parts/components of supplied devices beyond repair with parts/components of same or better specifications to ensure compatibility if the installed item/device is out of service.

3. Project Deliverables, Timelines, Milestone and Payment Terms & Schedule

Selection of Agency for Rate Contract for providing IT Networking Services

S. No.	Project Activity/ Scope of Work	Deliverables (Reports/ Docs. / Infra.)	Timelines (from date of issue of work order) T ₀ - Date of issuance of work order	Payment
Package-1- Deployment of Network Engineer				
1.	Deployment of Network Engineer	Deployment of Network Engineer along with submission of bio data of the concerned Network Engineers.	T ₁ = T ₀ + 10 days	• N/A
2.	Performing day-to day task of networking services as per SoW by networking engineer	<ul style="list-style-type: none"> • For bygone month <ul style="list-style-type: none"> ○ Monthly performance report of network engineer. ○ Attendance Report 	By 10 th of each month	As per monthly rate of the resource of network engineer after deduction of penalty if any.
Package-2-Supply of Networking Items				
3.	Supply, Installation, Testing and Commissioning of Networking equipments as per details mentioned in respective work orders.	<ul style="list-style-type: none"> • Delivery Challan for ordered items. • Certificates for items.(If Applicable) • Installation Testing & Commissioning Report (only for network items and not for networking accessories) 	T ₁ = T ₀ + 10 days	100% of value of the items as per quoted value upon submission of all the deliverables.

4. INSTRUCTION TO BIDDERS (ITB)

Selection of Agency for Rate Contract for providing IT Networking Services

4.1 Sealing and Marking of Bids

- a) A Single stage-Two part/ envelope system shall be followed: -
- a. Pre-Qualification Documents/Technical documents-all documents in support of eligibility criteria i.e. section-1 of this RFP and Compliance Sheet (Part A & B) on bidders letter head (Annexure-1 Part A & B), Annexure-2 Part A & B should be enclosed in one sealed envelope.
 - b. Financial Bid (Annexure-3 Part A & B) as applicable should be enclosed in second sealed envelope.
 - c. The envelopes containing the Pre-Qualification Documents and financial bid shall then be enclosed in one large single outer envelope.

NOTE: - If a bidder is bidding for any one of the package than all the above mentioned applicable documents should be submitted by indicating the Name/No. of package for which bid is submitted on one large single outer envelope. If a bidder is submitting bid for both the package than they should submit bids package wise only, i.e. they should not combine the documents and submit.

- b) Alternative/ Multiple Bids- Alternative/ Multiple Bids shall not be considered at all.

4.2 Bid evaluation Criteria (Selection Method)

- a) The selection method is Least Cost Based Selection (LCBS or L1). L-1 bidder shall be calculated for each package. No item- wise evaluation shall be done under each package, but purchaser reserves the right to negotiate with L-1 bidder on each item as well. It is compulsory to bid for all the items under a separate package. Bids for incomplete item shall be rejected.
- b) A rate contract between Department of Agriculture and L-1 bidder of each package shall be done which shall be valid for a period of 1 year.

4.3 Right to vary quantity

- a) 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.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). 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.

4.4 Price Fall

Selection of Agency for Rate Contract for providing IT Networking Services

- a) The prices under rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen (15) days' time to intimate their acceptance to the revised price.
- b) Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

5. TERMS OF PAYMENT & OTHER CONDITIONS

5.1 Payment Terms and Schedule

- a) Payment schedule – As mentioned in section-3 of this RFP document.
- b) The selected bidder will raise a bill for facilitating the payment. Due payments shall be made promptly by the purchaser, after submission of an invoice or request for payment by the supplier/ selected bidder.
- c) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- d) Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.
- e) The TDS if applicable, shall be deducted at source/ paid by purchaser as per prevailing rates.

5.2 Other Conditions

- a) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Selection of Agency for Rate Contract for providing IT Networking Services

ANNEXURE-1- BILL OF MATERIAL WITH SPECIFICATION

PART- A Network Engineer

S. No.	Item with Technical Specification	Indicative Quantity	Unit
1	Network Engineer- 1 resource to be deployed for 12 months	01	Months

Selection of Agency for Rate Contract for providing IT Networking Services

BILL OF MATERIAL WITH SPECIFICATION

PART- B – Network items

S. No.	Item with Technical Specification	Indicative Quantity	Unit	Compliance (YES/NO) and quoted make and model
1	LAN/UTP/Networking Cable-CAT6 with accessories (Brand-Molex, D-Link, R&M)	300	Meter	
2	Patch/Jack Panel-24 Port with accessories (Brand-Molex, D-Link, R&M)	4	Nos.	
3	RJ-45 Connector with accessories (Brand-Molex, D-Link, R&M)	50	Nos.	
4	CAT6 Patch Cord-1 M with accessories (Make-Molex, D-Link, R&M)	20	Nos.	
5	CAT6 Patch Cord-3 M with accessories (Make-Molex, D-Link, R&M)	30	Nos.	
6	Information Outlet (I/O) Box with accessories (Make-Molex, D-Link, R&M)	50	Nos.	
7	Casing Patti (1 inch)/PVC Casing-25 MM laying with accessories (Make-AKG, Jindal, BEC)	100	Meter	
8	Casing Patti (0.75 inch)/PVC Casing-18 MM laying with accessories (Make-AKG, Jindal, BEC)	100	Meter	
9	PVC Conduit-25 MM laying with accessories (Make-AKG, Jindal, BEC)	100	Meter	
10	PVC Conduit-18 MM laying with accessories (Make-AKG, Jindal, BEC)	50	Meter	
11	Network Switch-8 Port with accessories including standard one year warranty Plug & Play, Speed-10/100/1000 Mbps, Unmanaged Switch, OS support for windows	4	Nos.	
12	Network Switch-24 Port with accessories including standard one year warranty Plug & Play, Speed-10/100/1000 Mbps, Unmanaged Switch, OS support for windows	2	Nos.	

Note: All the requirement (Item No. 1 in part A and 1 to 12 in part B) as mentioned above and educational qualification as mentioned in SoW for item no. 1 (part A) are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.

ANNEXURE-2-TECHNICAL BID FORMAT

Technical Bid Form

Part A (Network Engineer)		
1	Name of Bidder	
2	Address of Bidder With Mobile/Tel. No/Email	
3	Bid Fee	Enclosed-DD/BC/GA 55 No.....For RS 200
4	Bid Security Amount	Enclosed DD/BC/GA 55 No..... Dated.....
5	Legal Entity Document	Enclosed on Page No.....
6	Technical Capability Experience	Enclosed on Page No.....
7	1. GST Registration	Enclosed on Page No.....
	2. PAN No (Self-Attested Copy)	Enclosed on Page No.....
8	Technical Specifications	Compliance sheet for all items only on letter-head as per annexure-1 Part A
9	Undertaking - Annexure A	Page No.....
	Annexure B	Page No.....
	Annexure C	Page No.....
	Annexure D	Page No.....

Signature of Bidder

Selection of Agency for Rate Contract for providing IT Networking Services

Part B (Networking Items)		
1	Name of Bidder	
2	Address of Bidder With Mobile/Tel.No	
3	Bid Fee	Enclosed-DD/BC/GA 55 No.....For RS 200
4	Bid Security Amount	Enclosed DD/BC/GA 55 No..... Dated.....
5	Legal Entity Document	Enclosed on Page No.....
6	Technical Capability Experience	Enclosed on Page No.....
7	1. GST Registration 2. PAN No (Self-Attested Copy)	Enclosed on Page No.....
		Enclosed on Page No.....
8	Technical Specifications	Compliance sheet for all items only on letter-head as per annexure-1 Part B
9	Undertaking -	Annexure A Page No.....
		Annexure B Page No.....
		Annexure C Page No.....
		Annexure D Page No.....

Signature of Bidder

Selection of Agency for Rate Contract for providing IT Networking Services

ANNEXURE-3- FINANCIAL BID FORMAT

Part A - Financial Bid for Network Engineer

Tender Inviting Authority -The Commissioner, Agriculture, Rajasthan							
Name of Work: Selection of Agency for Rate Contract for providing IT Networking Services							
Ref No. : No. F 36 ()/Comp/Networking/2018-19/				Date			
Bidder Name:							
S. No.	Item Description	Approx. Qty.	Unit	Price (in INR) (excluding GST) For Item No.1 monthly rate of resource	Per Unit GST Amount (in INR)	Per Unit Price (in INR) (Including GST)	Total Price (in INR) (inclusive of GST)
1	2	3	4	5	6	7=5+6	8= 3*7
1.	Network Engineer-1 Resource	12	Months				

NOTE: - The price of the item should be mentioned clearly and should include all type of costs, all other charges except GST which is to be mentioned separately in the financial bid format.

Selection of Agency for Rate Contract for providing IT Networking Services

Part B - Financial Bid for Network Items

Tender Inviting Authority -The Commissioner, Agriculture, Rajasthan							
Name of Work: Selection of Agency for Rate Contract for providing IT Networking Services							
Ref No. : No. F 36 ()/Comp/Networking/2018-19/				Date			
Bidder Name:							
S. No.	Item Description	Approx. Qty.	Unit	Price (in INR) (excluding GST) For item No. 1,7,8,9,10 per meter rate and for item no. 2,3,4,5,6,11,12 per unit rate	Per Unit GST Amount (in INR)	Per Unit Price (in INR) (Including GST)	Total Price (in INR) (inclusive of GST)
1	2	3	4	5	6	7=5+6	8= 3*7
1.	LAN/UTP/Networking Cable-CAT6	300	Meter				
2.	Patch/Jack Panel-24 Port	4	Nos.				
3.	RJ-45 Connector	50	Nos.				
4.	CAT6 Patch Cord-1 M	20	Nos.				
5.	CAT6 Patch Cord-3 M	30	Nos.				
6.	Information Outlet (I/O) Box	50	Nos.				
7.	Casing Patti (1 inch)	100	Meter				
8.	Casing Patti (0.75 inch)	100	Meter				
9.	PVC Conduit-25 MM	100	Meter				
10.	PVC Conduit-18 MM	50	Meter				
11.	Network Switch-8 Port	4	Nos.				
12.	Network Switch-24 Port	2	Nos.				
Total (in INR)							
Total (in words): Rupees							

NOTE: - The price of the item should be mentioned clearly and should include all type of costs, all other charges except GST which is to be mentioned separately in the financial bid format.

Selection of Agency for Rate Contract for providing IT Networking Services

ANNEXURE-4: SELF-DECLARATION

{to be filled by the bidder}

To,

{Procuring entity},

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Selection of Agency for Rate Contract for providing IT Networking Services

ANNEXURE-5: DRAFT AGREEMENT FORMAT

{to be mutually signed by selected bidder **and procuring entity**}

This Contract is made and entered into on this _____ day of _____, 2018 by and between Department of Agriculture, Govt. of Rajasthan, having its head office at Pant Krishi Bhawan, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ Department of Agriculture) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at _____ (herein after referred as the "Successful Bidder/ Service provider") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of service provider and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The service provider has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by Department of Agriculture along with its

Selection of Agency for Rate Contract for providing IT Networking Services

enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by Department of Agriculture to service provider at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in “Annexure-I: Bill of Services” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by service provider.
3. The Department of Agriculture do hereby agree that if service provider shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the Department of Agriculture will pay or cause to be paid to service provider, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by service provider within the period as specified in the RFP document.
5. In case of extension in the delivery of services period with liquidated damages the recovery shall be made on the basis of following percentages of the value of service delivered in the first quarter which the bidder has failed to deliver.

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

- a) Fraction of a day in reckoning period shall be eliminated if it is less than half a day
 - b) If the Successful Bidder 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
 - c) Delivery period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.
 - d) Also Liquidated Damages would be deducted from the monthly due payment.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

Selection of Agency for Rate Contract for providing IT Networking Services

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2018.

Signed By:

Signed By:

()

Designation:

Company:

(Authorized Signatory)

Department of Agriculture, Govt. of Rajasthan

In the presence of:

In the presence of:

()

Designation:

Company:

()

Designation:

Department of Agriculture, Govt. of Rajasthan

()

Designation:

Company:

()

Designation:

Department of Agriculture, Govt. of Rajasthan

Selection of Agency for Rate Contract for providing IT Networking Services

ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

2. Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

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

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature

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

Conflict of interest.-

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

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual 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 the bidding process if, including but not limited to:
 - a) Have controlling partners/shareholders in common; or
 - b) Receive or have received any direct or indirect subsidy from any of them; or
 - c) Have the same legal representative for purposes of the bid; or
 - d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
 - e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
 - f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, Works or services that are the subject of the Bid; or
 - g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Selection of Agency for Rate Contract for providing IT Networking Services

ANNEXURE B: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

Declaration by the Bidder

In relation to my/our Bid submitted tofor 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 Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our 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 proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

ANNEXURE C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is **Principal Secretary Agriculture, Department of Rajasthan.**

The designation and address of the Second Appellate Authority is **Deputy Secretary Finance (Budget) Govt. of Rajasthan, Jaipur.**

1) Filing an appeal: -

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued thereunder, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

- 2) The officer to whom an appeal 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 first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

4) Appeals 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 Appeals: -

- 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.

Selection of Agency for Rate Contract for providing IT Networking Services

- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee,
- c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorised representative.

6) Fee for filing Appeal: -

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

7) Procedure for disposal of Appeal: -

- a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
 - i. Hear all the parties to appeal present before him; and
 - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal 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, 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 accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. At the time of award of contract, the quantity of Goods, Works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and 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 supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the

Selection of Agency for Rate Contract for providing IT Networking Services

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.