



CHHATTISGARH SWAMI VIVEKANAND TECHNICAL UNIVERSITY, BHILAI

**North Park Avenue, Sector-8, Bhilai (C.G.) - 490009
Ph. No. : 0788-2261311, Fax No. : 0788-2261411,
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registrar@csvtu.ac.in**

**Tender form for Supply and Management of
Online / Offline software support to carryout
examination related work (Pre-examination,
during the examination, post-examination, etc.)
on Outsourcing basis**

Issued To

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Tender form price Rs. 2000/-

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IMPORTANT EVENTS AND DEADLINES

Sale of Tender Document Form

From: **25.05.2015 to 23.06.2015**

Time: During office hours of working days

Date & time for Pre-Bid Meeting

Date: **22.06.2015**

Time: 4:00 p.m.

Deadline for submission of tender bids at CSVTU office

Date: **24.06.2015**

Time: 2:00 p.m.

Date & time for opening of bids received

Date: **24.06.2015**

Time: 3:00 p.m.

Venue: Conference Hall of Chhattisgarh Swami Vivekanand Technical University,
North Park Avenue, Sector-8, Bhilai, Chhattisgarh

**CHHATTISGARH SWAMI VIVEKANAND
TECHNICAL UNIVERSITY, BHILAI**

North Park Avenue, Sector 8, Bhilai (Distt-Durg) C.G.-490 009

Phone (0788) 2261311, Fax (0788) 2261411

Website : www.csvtu.ac.in , E-mail : registrar@csvtu.ac.in

**Notice Inviting Tender (NIT) for Supply and Management of Online /
Offline software support to carryout examination related work (Pre-
examination, during the examination, post-examination, etc.) on
outsourcing basis**

Tender No.: 41 date 21.05.2015

Chhattisgarh Swami Vivekanand Technical University, Bhilai invites sealed tender from competent agencies for Supply and Management of Online / Offline software support to carryout examination related work (Pre-exam, during exam, post-exam, etc.) on outsourcing basis

Tender document and NIT can be obtained from the office during the office working hours other than public holiday, on payment basis by cash or by DD of Rs. 2000/- in favour of Registrar, Chhattisgarh Swami Vivekanand Technical University, payable at Bhilai. Tender document can also be downloaded from the University website www.csvtu.ac.in

Sale period of document is from **25.05.2015 to 23.06.2015** Last date and time for receipt of bid is **24.06.2015, 2:00 p.m.** . Tenders will be opened at **3:00 p.m. on 24.06.2015** in the conference hall of the University in presence of tenderers or their authorized representative. Earnest money deposit (EMD) by DD in favour of Registrar, Chhattisgarh Swami Vivekanand Technical University, Bhilai is required at the time of receiving the tenders. If the tender document is downloaded from the University website, then a separate DD of Rs. 2,000/- (Two Thousand Only) in favour of Registrar, Chhattisgarh Swami Vivekanand Technical University, Bhilai is required at the time of receiving the tenders. **The DD has to be drawn on or before the last date for sale of tender document form.**

Registrar
CSVТУ, Bhilai

SCOPE OF THE WORK

To carry out the entire activities related to examination on a outsourcing basis such as application of regulations of relevant course, data entry other than theory marks, result computation, result hosting on internet, printing of marks sheet, ledger recording and generation of all types of reports during the year and for the coming Four years. The vendor is also required to take care of consumables such as stationeries, covers, excluding blank marks sheets, degree certificates and other relevant documents etc.

The entire processing work will have to be carried out by the Bidder / Vendor at the university premises. The University would be providing necessary space and other amenities like water, electricity, back-up power chargeable as per rule. The hardware, software and manpower needed for carrying out the work will be provided by the Bidder / Vendor. It is expected that the vendor would deploy sufficient manpower with appropriate expertise in software round the year for the smooth execution of the work.

Nature of Work:

Carryout the systems-study at the premises of the University.

- a) Understanding the nature of information that is to be maintained in all master data.
- b) Understanding rules governing conducting of examination.
- c) Introduce web enabled applications to capture student data, examination data, Sessional marks, Practical marks, etc. as per University's requirement.
- d) Mobile broadcasting (SMS) for all events.

Module that will form the system:

- a) **Academic Activities** : Admission and Enrollment, Course Module, Enquiry Module like Student Enquiry, Parents Enquiry, Company Enquiry etc., Institute / Faculty Module, Institute Transfer Module, B-A Group Module, Training and Placement Module.
- b) **Pre Examination Activities / Process**: activating examination for all students, Examination form and Admit Card Module, identifying eligible students, exam wise / subject wise student ledger, Question Paper requirement, Centre wise Question Paper requirement, Previous examination Marks sheet, Time Table Generation and allied activities.
- c) Training of officials of University Computer Section, Exam Cell, Institutes attached to Examination Branch for handling the software as and when required by the University.
- d) **On-Going Examination Activities / Process**: Updating detained student list, updating absent particulars, Practical and Sessional Marks Module, updating MP / UFM details, subject wise packet listing, Generating student attendant list and Invigilator Diary , Day wise Record of Question Papers and Answer Book.

- e) **Result computation:** Updating of UFM Decision, Import of Theory Marks, Computation of result for all students within 3 days after up gradation of all marks.
- f) **Post Examination Activities / Process :** TR Generation, Final result statement, marks sheets, covering letter for marks sheet, eligibility statement, group wise / college wise result analysis, Press Note Detail.

RT/RV/RRV Application Form Module: Import of RT/RV/RRV Marks and Computation of result for all students within same day, TR Generation, Final result statement, marks sheets, covering letter for marks sheet, rank statement.

Application for Provisional Certificate / Migration / Degree Certificate / Duplicate Mark-Sheet, Transcript, Verification and allied service Modules.

Printing of Provisional degree certificate, degree certificate, consolidated and duplicate marks sheets, Transcript Printing, Migration and others.

Fees Payment – Online / Offline Bank Challans and Fee Collection Reports.

- g) Closing of examination: For all students, closing of examination for a given student, preparing data for next examination for all students after updating the results announced later and the re-totalling / revaluation / re-revaluation results, preparing data for next examination for a given student.
- h) Utilities: Defining access level for different users, indexing of data files, viewing of spooled reports, tabulation error listing, resetting of tabulation error data, provision for result modification with strict audit trail, revaluation, re-totalling, etc.
- i) During the implementation / evaluation of the project, modification must have to be incorporated including the flexibility of system (additional requirements), if needed.
- j) **Help desk & Self service online Student portal with FAQ etc. :** The vendor needs to provide a ticket based help service over **mobile based / email** along with a self service portal for student queries regarding the usage of the online system. Emails queries sent have to be attended within 24 hours. This will be an optional service to be deployed by the vendor upon request if the University feels the same is required for assisting Students in getting familiar with the online services.
- k) **The bidder shall maintain confidentiality in all matters relating to his assignment and necessary precaution shall be taken in this regard.**
- l) **The bidder shall be responsible for any leakage, manipulation or misuse of data.**
- m) **All work shall be carried out at the university premises.**

- n) Data Security :
- i) Application and data should be fully secured and complied by DoIT New Delhi.
 - ii) The application should be certified and tested by STQC or any other government agency nominated by CSVTU Bhilai.
- o) Evaluation of tender will be made as per evaluation methodology given in the tender documents without sacrificing the quality, technical advantage of the software, expertise in the field and other relevant criteria by the Expert Committee constituted by the University.

Note:

- 1.** After Completion of the declaration of result of session all data must be handed over to CSVTU bhilai in the prescribed format.
- 2.** Rates quoted are inclusive of all taxes, Service Charges and levies.
- 3.** All quoted rates are valid for entire period of work order i.e. 5 years and no escalation would be provided. Vendors should quote a single fixed levelised rate.
- 4.** Quantity cited in annexure-2 is indicative and provided for overall comparison and understanding only.

Signature & Seal of Tenderer

Eligibility Criteria

1. Should have a minimum of 05 years of actual and direct working experience related to universities Examination automation in at least Three Universities, out of which at least one should be State / Central / IIT / IIM / AIIMS.
2. Bidder should have experience of successfully deploying online applications for a minimum of 3 Universities and it should have processed minimum 2,50,000 online student applications per year for last three years.
3. The bidder should pay Rs. **10 lacs** as **EMD**.
4. The bidder must be a registered company under the Indian Companies Act 1956 or the Partnership Act 1932. The bidder must however been operational for 10 years as evidenced from the Certificate of Incorporation / Commencement of Business.
5. A minimum financial turnover for last financial year shall not be less than Rs. **5 crores** (Rs. Five crores) by bank statement or certified by the Chartered Accountant.
6. The bidding agency should be registered in India and should be operating in India for the last **5** years offering similar services. They should have a minimum turn-over of **Rs. 25 crores** in the last **5** years.
7. Bidder should have experience of handling On-line application / Examination Services in any university of a minimum value of **Rs. Two Crores** per year as per eligibility criteria.
8. The agency should be certified for compliance with established Information Security Standards such as ISO 27001. Duly signed copy of ISO 27001 certificate should be submitted along with the technical bid.
9. The bidding agency should have authorized and globally accepted software certification minimum CMMi Level 3 certified or equivalent.
10. The bidding agency should have Income Tax returned file for last Three Years and Service Tax registered.

Terms and conditions:-

1. The bidder shall be responsible for any leakage, manipulation or misuse of data. In the event of any leakage, consequence will be seriously viewed and punishment will be in accordance with IT act.
2. The bidding agency should own the copyright of the source code being used for Examination related activities.

3. The agency should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks.
4. All disputes arising of this process shall be subject to the jurisdiction of Durg.
5. No advertisement / Messages / Notification / Any Other information on the Web page is allowed without any prior sanction of HVC / Registrar / any other empowered body related to CSVTU.
6. The Technology used should ensure that the requirements of university are met without compromising on quality, accuracy and timely delivery.
7. The vendor may attached details of nature and scope of work with financial bid rate accepted by the respective Institution/ University.
8. Tenderer should submit the affidavit certified by a notary regarding the firm was not blacklisted by any government organization/institution.
- 9. Financial bid of those vendors who qualify in technical evaluation will only be opened.**
- 10. Rates shall be quoted per active student for each annual / semester exam - both in figures and words.**
11. Prices are to be quoted for the supply, installation and commissioning of the items.
12. Rates shall be quoted inclusive of all taxes and levies – both in figures and words.
13. PAN /TAN Number of the bidder is to be mentioned in the Tender.
14. Prices quoted should be valid for a minimum period of five years from the date of agreement.
15. Accepted rate cannot be altered during the currency period of the tender agreement.
16. The bidder cannot sub-contract any part of the entire scope of the work as described in this tender document.
17. To receive the tender document, such firms may depute an authorized representative with the copy of authorization certificate from the principal company. This should be attached with the request to issue the tender form. Only parties that have purchased the tender document are eligible to submit tender.

In the case of tender documents downloaded from the Internet the requisite tender purchase proof needs to be included with the Tender submission.

In such cases it is assumed that the Bidder has read the tender documents carefully and considers himself to be eligible and meeting all laid down conditions.

18. Vendor's profile and CVs of important personnel who will form part of the implementation team at the University is to be enclosed along with the tender form.
19. A client list with contact name, phone numbers and details of support provided is to be enclosed along with the tender form. If required, the vendor shall organize a visit of University officials to these locations so as to assess the vendor's capability.
20. Accepted tender is required to execute an agreement on a stamp paper of the value of Rs. 200/-
21. In case of non-performance or loss of confidence the University may terminate contract by issuing three months notice prior to such termination for valid and justifiable reasons to be recorded in writing.
22. All original data shall be compiled and delivered to the University after each examination or pre mature termination of contract in the prescribed format.
23. Tenders are invited on behalf of the Registrar, CSVTU for **Supply and Management** of Online / Offline software support to carryout examination related work (Pre-exam, during exam, post-exam, etc.) on outsourcing basis
24. Vendor should be able to provide working demo of suitable processing software for Online / Offline software for capture of sessional / practical marks and deployment at University and all Institutes and other applications with features described in the 'Scope of Work'. All software should be ready and no time for fresh development would be provided.
25. The processing work needs to be carried out at the university premises and hence the Bidder should preferably have reasonable presence within the state in terms of Manpower / Office. Alternately it needs to provide undertaking to open such office before award of the contract.
26. The tender document is non-transferable. Tenders submitted by parties other than those purchasing the tender document or submitting the tender form other than the prescribed form sold as part of this tender document, would be ineligible to compete for award of the tendered work.
27. The office of the purchaser (hereinafter referred to as 'this office') reserves the right to reject at its discretion all tender(s) without assigning any reason.
28. Tenders would be opened in this office and the bidders or their authorized representatives may be present at the time of opening of the tenders. The number of authorized representatives that may be present for any bidder is limited to maximum of two.

29. Tenders should be submitted in two parts in separate sealed covers indicating:
Part I: Earnest Money Deposit and Technical bid.
Part II: Commercial bid.
All the parts should be kept in the main sealed cover.
30. Main sealed cover should be superscripted with the Tender document No and “Tender for Supply and Management of Online / Offline software support to carryout examination related work (Pre-exam, during exam, post-exam, etc.) on outsourcing basis” and should be submitted to Registrar Chhattisgarh Swami Vivekanand Technical University, Bhilai through Registered post or by hand.
31. Tenders received after due date and time would be ineligible to compete for award of the tendered work.
32. The payment made for purchase of tender document is non-refundable.
33. Tenders need to be submitted through registered post or by hand. Tenders submitted telegraphically or by fax or by e-mail would be ineligible to compete for award of the tendered work.
34. The Commercial bid and the Earnest Money Deposit and Technical bid should be superscripted with the Tender Document Serial Number and addressed to **Registrar, Chhattisgarh Swami Vivekanand Technical University, Bhilai**. Covers prepared should also indicate clearly on their face the name and address of the bidder to enable the bid to be returned unopened to the bidder in case it is received late.
35. The first cover should include Earnest Money Deposit. The Earnest Money Deposit should be offered in the form of DD of 90 days duration drawn in favour of **Registrar, Chhattisgarh Swami Vivekanand Technical University, Bhilai**. The Earnest money deposit would be forfeited in favour of this office in the event of being discovered that the tender or any of the documents submitted with it are falsified, forged or intended to deceive this office. The Earnest Money Deposit would also be forfeited in favour of this office in the event of the bidder being awarded the work and failing to execute the agreement for the work awarded. No interest should be payable on the Earnest Money Deposit. Tenders without Earnest Money Deposit would be ineligible to compete for award of the tendered work.
36. The bidder would bear all costs associated with the preparation and submission of tender, including costs of any presentation that may be made at the instance of this office for the purposes of clarification of the bid. This office would in no case be responsible for refund of, or be liable for, such costs.
37. The bidder is expected to carefully examine all instructions, forms, terms and specifications in the tender document. Failure to furnish complete information required by the tender document, or submission of bid not substantially in keeping with the tender document, or non-fulfillment of the requirements as requested for in the tender may result in rendering the tender ineligible to compete for award of the

tendered work.

38. The Technical and Commercial bid must be in line with specifications and conditions required for the tender. The bid should be valid for 90 days from the date of opening of bids. Any deviation from these may result in rendering the tender ineligible to compete for award of the tendered work.
39. Overwriting should be avoided. Overwriting, erasures and other changes should bear the dated initials of the person signing the tender.
40. For evaluation of the commercial bid, the amount indicated in words would be taken as the correct financial bid in case there is any discrepancy between the amounts indicated in figures and in words. Bidders are required to quote a fixed/firm commercial bid inclusive of all costs, levies and applicable taxes.
41. Full working demonstration with dummy data is a must as per the schedule fixed by the University after opening of Technical Bid
- 42. Pre bidder meeting has to be conducted at least 2 days before the opening of tenders to ensure the clarifications if any which the bidder may need.**

Chattisgarh Swami Vivekanand Technical University reserves the right to accept or cancel the tender in full or part thereof.

Annexure – 1

Technical Bid

01	Name of the firm	
02	Year of establishment	
03	Address and contact numbers	
04	Present office address and phone numbers of the firm	
05	Owner / Partner / Director's name and address	
06	Type of ownership of the firm (Ownership / Partners / Limited etc.	
07	Name of the person authorized to sign this tender	
08	PAN/TAN No	
09	Financial turnover of previous year	
10	Fax No	
11	E Mail ID	
12	Other information	

Annexure – 2

Financial bid format

Sl. No.	Description	Qty	Rate / Unit	
			In Figure	In Word
01	Enrollment card for new admitted student on per student basis (Approx. 30,000 per year).	01		
02	To carryout the entire activities related to examination on a outsourcing basis such as setting up of regulations, data entries, result computation, result hosting on internet, printing of marks sheet, ledger and other reports on per student per exam basis (Approx. 3,00,000 per year).	01		
03	Application for RT/RV/R-RV on per application basis (Approx. 50,000 per Year).	01		
04	Duplicate Mark-Sheet / Degree certificate / Provisional Degree Certificate / Migration / Transcript and other as on required on pre-printed blank formats on per application basis (Approx. 30,000 per year).	01		
	Total			
	Taxes			
	Grand Total			

Note: Rates shall be quoted for all above parts separately – both in figures and words

Date :

Place :

Signature
Name and address of the bidder with seal

PREPARATION OF BIDS

1. English would be the language of tenders submitted. Tenders submitted telegraphically or by fax or by e-mail would be ineligible to compete for award of the tendered work.
2. The techno-commercial bid would be inclusive of all taxes, duties, surcharge (s) etc. Deductions of taxes at source would be made from payments made by this office to the successful bidder (hereinafter referred to as 'the contractor') as required by law.
3. If at any point of time either before or after the award of the tender work, this office is satisfied that the tender received include misleading or false representation then the tender would be considered ineligible to compete for the award of the tendered work.
4. Bidder should fill up and enclose with the bid necessary tax clearance certificates issued by competent authorities for the last financial year for which the assessment exercise has been completed by the relevant tax authorities. He will have to furnish the Permanent Account Number of the Income Tax Department.
5. Bidder should submit **earnest money deposit** in the form of a Demand Draft of 90 days duration drawn in favour of **Registrar, Chhattisgarh Swami Vivekanand Technical University, Bilai.**
6. The bidder should include duly signed statement of compliance with and/or acceptance of specifications and terms and conditions mentioned in the tender document as per **Annexure A** attached with this document.

Evaluation Methodology:

Envelope 'A' which contains EMD and Technical bid shall be opened first and each tender shall be scrutinized on the predefined technical parameter and presentation given by the tenderers. Envelope 'B' which contains the commercial bid, shall be opened only if the bidder is qualified on the basis of the technical parameters.

1. An Expert Committee will be constituted for tender valuation.
2. The commercial bid of those tenderers who do not qualify on the basis of technical parameter shall not be opened and summarily rejected.
3. The CSVTU reserve the right to reject any or all proposals and to waive infirmities and minor irregularities in proposal received if deemed in the best interest of the CSVTU to do so.
4. The CSVTU reserves the right to select any bidder for this project irrespective of the cost and is not liable to choose the lowest bidder. The CSVTU may prefer the bidder with sound technical team and better vision for entire scope of work.
5. The University reserves its rights to relax tendering conditions in case of deserving firms in the interest of the CSTVU.
6. Price is not sole criteria for determination of lowest bidder. It also depends on
 - i. Man Power and Expertise possessed by the firm.
 - ii. Financial stability, track record of the firm.
 - iii. Past experience, Service support and other relevant criteria.
 - iv. Bidders having higher experience and /or having more no. of implementations shall be given preference.
7. It must be noted that when offers of equally qualified bidders are available the choice is for the award of selecting one which is commercially viable.
8. The bidders participating in the tender process have no other right except the right to equality of fair treatment in the matter of evaluation of competitive bids offered by interested person in response to notice inviting tenders in a transparent manner. One can't challenge the terms and conditions of the tender except on the above stated ground.

Company Performing and Evaluation Chart

Sr No	Technical Parameter Checklist	Max. Marks
1	The bidder should have Average Annual Turnover of last 5 years from business in INDIA (09-10,10-11,11- 12, 12-13, 13-14). >= 100 Cr (15 marks) >= 50 Cr. (10 marks) >= 25 Cr (5 marks)	15
2	The bidder should have CMMI Level 5, CMMI Level 3or ISO/IEC 27001 CMMI Level 5 (10 marks) CMMI Level 3 (5 marks)	10
3	The Bidder's experience completing on-line project for university >= 10 University (15 marks) >= 5 University (10 marks) >= 3 University (5 marks)	15
4	The bidder should have Sufficient qualified technical manpower on its rolls. 501 and above (15 marks) 101 to 500 (10 marks) Up to 100 (5 marks)	15
5	The Bidder should be a company/society /firm registered in India >= 25 Years (15 marks) >= 15 Years (10 marks) >= 10 Years (5 marks)	15
6	No. of on-line students applications in a single University managed by the bidder per year More than 3,00,000 (15 marks) > 1,00,00 and <= 3,00,000 (10 marks) From 50,000 to 1,00,000 (5 marks)	15
7	Technical Presentation / Solution framework a) Presentation , Explanation and Contents / Modules (5 Marks) b) Upgradability and RTI Compatibility (5 Marks) c) Data Handling, Processing, Security, Authentication and Data Archival (5 Marks)	15
TOTAL		100

Commercial Evaluation Criteria

The Price Score of the bidder will be calculated using the following formulae:

$$\text{Price Score} = (\text{L.P.} / \text{O.P.}) * 100$$

Where

L.P. is the Lowest Price Offer of the Technically Qualified Bidders

O.P. is the Offer Price of the bidder being evaluated

Final Evaluation Criteria

The Bids received will be evaluated using Quality cum Cost Based Solution (QCBS), giving 70% weightage to the Technical Score and 30% weightage to Price Score.

$$\text{Total Score} = (\text{Technical Score} * 0.70) + (\text{Price Score} * 0.30)$$

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO THE BIDDER / VENDOR

1. In this tender document, the following **words** and expressions, as well as their cognate expressions, would have the meanings assigned below, unless repugnant to or inconsistent with the context.

‘NIT’ would mean and include the Notice Inviting Tender, this tender document, the tender submitted by the bidder, the work order issued and/or the agreement executed against the tender between the purchaser and the contractor, and the System Requirement Specification (SRS) report, ‘Schedule for Deliverables and Performance Evaluation’ as well as all documents including all schedules, annexure and drawings etc. attached to the contract as well as all sample(s) and pattern(s), if any;

‘Purchaser’ would mean the Registrar, Chhattisgarh Swami Vivekanand Technical University, Bhilai whether acting directly, or through its assignees), representatives(s), agent(s) or nominee(s);

‘Bidder / Vendor’ would mean the party awarded the contract for the work tendered for and would include his/her successor(s); The Bidder / Vendor should be a Limited / Pvt. Limited / Proprietor / Ownership Company / organization registered / Consortium of not more than two partners permitted but the prime partner would be responsible for bidding in terms of conditions applicable.

2. Terms and conditions not defined herein would have the same meaning as are assigned to them in the Indian Contract Act or in the Indian General Clauses Act or in the Chhattisgarh General Clauses Act and would, otherwise, have the meaning the word or expression ordinarily has with due regard to the subject and the context.
3. A prospective bidder requiring any **clarification** regarding the tender document may notify this office in writing at the address indicated at the cover of the tender document. The office would respond in writing to any request for clarification of the tender document provided that it is received not later than seven days prior to the last date prescribed for submission of tenders. However, the office shall not be responsible for any delays.
4. The successful bidder will execute an agreement on a stamp paper with the University to successfully complete the work within such time as specified by CSVTU.
5. Security deposit @**10%** of the total value of the tender amount per year should be deposited in the form of Bank guarantee / FDR issued by nationalized bank in the pledged to the **Registrar, Chhattisgarh Swami Vivekananda Technical University, Bhilai**, EMD shall be adjusted in security deposit which will be retained throughout tender period. For other bidders the EMD shall be returned within two weeks after finalization of the contract.
6. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The tenderer should furnish Rate Analysis for scrutiny of the rates by CSVTU, if required.

7. Rates should include all transportation, handling, Management, testing and commissioning etc.
8. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per Act etc. No escalation of rates will be allowed on any account.
9. Income Tax, Work Contract Tax and other taxes, as applicable, will be deducted from total payment due to the tenderer.
10. The Bidder / Vendor shall be fully responsible and shall ensure with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be caused directly or indirectly due to the negligence of the Bidder / Vendor or his agents and / or his employees or workmen. The decision of the Insurance Company in this regard shall be final and binding.
11. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Bidder / Vendor resulting in any loss to CSVTU in kind or cash will be viewed seriously and CSVTU will have the right to levy damages or fine and / or even terminate the Contract forthwith.
12. In case of any default or failure on Bidder / Vendor part to comply with all / any one of the Terms / Conditions, CSVTU reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Bidder / Vendor and/or by taking recourse to appropriate recovery proceedings.
13. If any dispute arises between the tenderer & CSVTU on any matter concerning, the tender the Vice-Chancellor of CSVTU will be the sole Arbitrator & his decision shall be final & binding on both the parties. For any dispute in the matter of execution of the contract it will fall under the jurisdiction of the judicial courts of Durg District of Chhattisgarh.
14. The tenderer should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
15. The workmen employed by the Bidder / Vendor should abide by the Rules and Regulations maintained by the CSVTU in the premises, interpersonal relation with the occupants, etc.
16. The Bidder / Vendor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of CSVTU.
17. If the Bidder / Vendor fails to execute / complete the works satisfactorily CSVTU reserves the right to forfeit the EMD.
18. The Contract can be terminated by CSVTU on three months' notice if services are found to be unsatisfactory.

19. CSVTU reserves the right to accept /reject/revise any tenders, either in whole or in part, without assigning any reasons therefor, whatsoever.
20. Any defect which may appear within the period of contract, even after the completion of work should be rectified by the Bidder / Vendor at his own cost.
21. The Tender is strictly on outsourcing basis.
22. All the pages of the Tender Documents shall be signed by the tenderers.
23. Brochures containing details of software may be enclosed along with the tender if desired by the tenderers.
24. The envelope containing Tender should be properly sealed, addressed, duly superscribed with name of work and due date of opening and should be submitted in the prescribed Tender Box in the Office of Chhattisgarh Swami Vivekanand Technical University, North Park Avenue, Sector – 8, Bhilai – 490009.
25. Bids made by Agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.
26. If the last date of receipt of Tender / Quotation and opening date is a closed holiday for CSVTU then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.
27. The tenderers should quote their rates strictly adhering to terms and conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational Tenders may be rejected without making any reference to the tenderers.
28. The Tenders will be opened in the presence of such tenderers or their authorized representatives who choose to be present.
29. No tenderer will be allowed to withdraw his Tender during the validity period. Sub-letting of the Contract is not permitted.
30. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legible in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 - a. When the amount of an item is not worked out by the Bidder / Vendor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the Bidder / Vendor in words shall be taken as correct.
 - b. When the rates quoted by the Bidder / Vendor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Bidder / Vendor shall be taken as correct and not the amount.
31. No advance shall be paid towards mobilization and cost of materials.

32. The Bidder / Vendor shall engage necessary qualified and experienced supervisory staff at his cost during the Management of the work for attending to day-to-day affairs.
33. Notwithstanding anything stated above, CSVTU reserves the right to assess the tenderers capability and capacity to perform the Contract, should the circumstances warrant such assessment in the overall interest of CSVTU.
34. Canvassing: Canvassing in any form for the acceptance of any tender is strictly prohibited.
35. The decision of CSVTU in awarding the work shall be final and can **not** be subjected to arbitration or judicial scrutiny.
36. CSVTU reserves the right to accept/negotiate/reject any tender without assigning any reason. The decision of the CSVTU in this regard shall be final and undisputable.
37. The material will be delivered free at the purchaser end including all freight and forwarding.
38. It will be the responsibility of the Bidder / Vendor for safe supply of the material required for Management in full and good conditions at user's point. The purchaser will not pay any amount for transit and insurance of the material.

Mode of Payment and penalty clauses

The payment to the bidder shall be made in Indian rupees and shall be paid only after the successful completion of the entire work without any delays or errors. **No advance payment shall be made.** The successful bidder has to **sign an agreement** on non-judicial stamp paper which shall contain **penalty clauses** related to **liquidated damages** on account of **delays, errors, cost and time overruns** etc. If the bidder fails to execute the contract, CSVTU shall have the liberty to get the work done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

Penalty Clause / Liquidated Damage

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to the delay on the part of CSVTU, a penalty @ 1.0% of the tender amount per year of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the CSVTU, to account for the delay.

If the delay adversely affects conduct of examination the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The CSVTU may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

Annexure - A
LETTER OF SUBMISSION OF TENDER FROM THE BIDDER /
VENDOR

Chhattisgarh Swami Vivekanand Technical University (CSVTU)
North Park Avenue, Sector – 8, Bhilai – 490 009, Dist : Durg (C.G.)

Supply & Management of Online / Offline software support to carryout examination related work (Pre-exam, during exam, post-exam, etc.) on outsourcing basis

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said work after having obtained the Tender invited by you.
2. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We hereby offer to execute the complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to pay all Government (Central and State) Taxes such as Sales Tax, Works Contract Tax, Excise Duty, Octroi, service tax etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same.
5. The rates quoted by me / us are firm and shall not be subject to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever.
9. Should this tender be accepted, I / we hereby agree to abide by and fulfill all the terms and conditions and Provisions of the said Contract Document annexed hereto.

Names of the persons authorized to be present at the time of opening of the tenderer

i. _____

ii. _____

Documentary proof in respect of Letter of Authority / Power of Attorney to be enclosed along with the Tender.

Place:

Yours faithfully,

Date:

Name and Address of the Tenderer

(Signature of the Tenderer)
Name and Seal