



SRI KRISHNADEVARAYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh, India

TENDER DOCUMENT

FOR

SKUCET - 2019



SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

TENDER NOTIFICATION[News Paper]

No. SKU/DoA/SKUCET-2019/2019

Date : 02-03-2019

Sealed tenders are invited from the reputed firms/companies for the "(i) Web Development and Maintenance of **SKUCET – 2019** Online Application and Results Process. (ii) Entrance Examination through OMR Pattern. (iii) P.G. Admissions through Web-Based Counseling into various P.G.Courses in S.K.U.Campus along with Affiliated Colleges". **Last Date** for Tenders/Bids Submission **on or before 11-03-2019** by **04:00 PM**. For complete details, visit www.skuniversity.ac.in

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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TENDER/BID DOCUMENT AT A GLANCE

01.	Authority inviting Tender/Bid	The Registrar, Sri Krishnadevaraya University, Ananthapuramu – 515 003, Andhra Pradesh [A.P].
02.	Scope of the Work	Providing Online Application and Results, Conducting Examination through OMR Pattern, P.G. Admissions through Web- based Counselling for SKUCET-2019
03.	Estimated cost of contract	Rs. 7,00,000/- (Rupees: Seven Lakhs) Approximately
04.	Last Date and Time for Bids submission	On or Before 11-03-2019 – 04:00 PM
05.	Earnest Money Deposit [EMD] / Bid Security Amount	Rs. 35,000/- (Rupees Thirty five thousand only) Payable by way of SBI/Andhra Bank Demand Draft in favour of "The Convenor, SKUCET-2019, DOA, S.K.University, Ananthapuramu payable at S.K.University, Ananthapuramu"
06.	Sealed Tender/ Bids should be submitted and addressed to	The Convenor, SKUCET – 2019, Directorate of Admissions, Sri Krishnadevaraya University, Ananthapuramu – 515 003, Andhra Pradesh [A.P].
07.	Date and Time of opening " Technical Bids "	12-03-2019 (10:00 A.M.) in the presence of Bidders
08.	Date and Time of opening " Financial Bids "	After Scrutiny of "Technical Bids", Only Qualified Bidders will be notified on 12-03-2019 [02:30 PM]

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09.	Validity of Bids	30 days from the date of opening of bid.
10.	Duration of Contract	09 Months from the date of Contract Agreement subject to the satisfaction of the services of the bidder.
11.	For any pre-queries	directordoasku2016@gmail.com
12.	Total Number of Pages in Tender Document	38 Pages.



SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

TENDER NOTIFICATION[Website]

No. SKU/DoA/SKUCET-2019/2019

Date : 02-03-2019

The University invites sealed tenders under two bid system (technical and financial) from the reputed firms/companies for the "(i) Web Development and Maintenance of **SKUCET – 2019** Online Application and Results Process. (ii) Entrance Examination through OMR Pattern. (iii) P.G. Admissions through Web-Based Counseling into various P.G.Courses in S.K.U.Campus along with Affiliated Colleges on the basis of Merit, Reservation policy and other relevant rules". The Tender application can be downloaded from the University's website www.skuniversity.ac.in.

Sealed bidding documents (technical bid and financial bid) duly filled-in as per the instructions contained in Section 2 of this document (Instructions for Bidders) along with required documents and Bid Security (Earnest Money Deposit) for **Rs. 35,000/-** in the form of an Account Payee Demand Draft made in favour of "The Convenor, SKUCET-2019, DOA, S.K.University, Ananthapuramu payable at S.K.University, Ananthapuramu" and placed in a bigger cover with superscription 'Tender for SKUCET - 2019 at S.K.University, Ananthapuramu' should be dropped either in the tender box available at the Directorate of Admission [DOA] Office, S.K.University or may be sent by Speed/Registered Post addressed to "The Convenor, SKUCET-2019, Directorate of Admissions, S.K.University, Ananthapuramu", so as to reach the said authority on or before **11-03-2019**.

Last Date for Tenders/Bids Submission **on or before 11-03-2019** by **04:00 PM**. For complete details, visit www.skuniversity.ac.in

The technical bids received by the specified last date and time will be opened on the next date of receipt of bids i.e., on 12-03-2019 at 10:00 AM by a duly authorized Committee in the presence of bidders or their authorized representatives who wish to be present. The date and time of opening of Financial Bids will be intimated in due course to only those bidders who qualify in Technical Bid.

Place: S.K.University

Date: 02-03-2019.

Sd/-

REGISTRAR

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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SECTION - 2

INSTRUCTIONS TO BIDDERS

2.1 :: GENERAL INSTRUCTIONS

- 2.1.1: For the bidding/ tender documents purposes, 'Sri Krishnadevaraya University[SKU]' shall be referred to as 'Client' and the bidder / successful bidder shall be referred to as 'Contractor' and / or 'Bidder' or interchangeably.
- 2.1.2: Tender document along with forms etc. can be downloaded from the University's website www.skuniversity.ac.in.at free of cost.
- 2.1.3: The sealed bidding documents (Technical bid and Financial bid) must be dropped either in the tender box available at Directorate of Admission's Office [DOA], Sri Krishnadevaraya University, Ananthapuramu (or) may be sent by Speed / Registered Post addressed to "The *Convenor*, Directorate of Admissions, Sri Krishnadevaraya University, Ananthapuramu – 515 003, Andhra Pradesh [A.P]. so as to reach the said authority on or before **11-03-2019** up to 04.00 PM. Late bids shall not be accepted under any circumstances.
- 2.1.4: While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.
- 2.1.5: Each page of the tender document must be stamped and signed by the person or persons submitting the tender in token of his/ her having got acquainted himself/ herself/ themselves and accepted the entire content of tender documents including various conditions of contract contained therein. Any bid with any of the documents not so signed is liable to be rejected at the discretion of the Client. No page should be removed / detached from this bidding document.
- 2.1.6: Any person signing on behalf of a bidder must attach copy of the authorization letter/ Power of Attorney from the actual bidder as the proof of authorization for signing on his/ her behalf.
- 2.1.7: Each bidder shall submit **only one bid** against this invitation of tender.
- 2.1.8: Bid containing conditional offers or offers with deviation from the conditions of contract, the bids not meeting the eligibility criteria, technical bids not accompanied with Bid Security (EMD) of requisite amount/ format or any other requirements stipulated in the tender documents are liable to be rejected.
- 2.1.9: The tenderer, after submitting the tender, may withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/ EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered.

- 2.1.10: No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity.
- 2.1.11: A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner(s) in common; or b) they receive or have received any direct or indirect financial stake from any of them; or c) they have the same legal representative/ agent for the purpose of this bid; or d) they have 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.
- 2.1.12: A prospective bidder may seek clarification in writing from the Client on the tender documents well before the due date of submission of bids.
- 2.1.13: At any time prior to the date of submission of bids, the Client may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the Client's official website.
- 2.1.14: In case the amendments in the tender document require revision in the bids already submitted by that time and there being inadequate time to revise the bids by the notified last date and time for submission of revised bids by the bidders, the date and time of submission of bids may be suitably extended at the discretion of the Client. In such a situation, the bidders shall also be required to extend the validity period of their bid security/ EMD.

2.2 : BID SECURITY (EARNEST MONEY DEPOSIT)

- 2.2.1 Each bid must be accompanied by a Bid Security (Earnest Money Deposit) of **Rs. 35,000/-** (*Rupees Thirty five thousand only*) in the form of an Account Payee Demand Draft / Banker's Cheque /Fixed Deposit Receipts/ Bank Guarantee of any nationalized bank drawn / made in favour of "The Convenor, SKUCET-2019, DOA, S.K.University, Ananthapuramu payable at S.K.University, Ananthapuramu". However, Micro & Small Enterprises (MSEs) as defined by MSE Procurement Policy issued by Government of India or those registered with DGS&D, Government of India are exempted from paying the Bid Security.
- 2.2.2: The Bid Security should remain valid for a period of **30 days** beyond the final bid validity period.
- 2.2.3: No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Client in respect of any previous services/ work shall be entertained.
- 2.2.4: A bidder's Bid Security will be forfeited if the bidder withdraws or amends its offer or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 2.2.5: In the case of a successful bidder, the Bid Security will be forfeited, if the bidder fails to
- (i) **furnish the required Performance Security** within the specified period;
 - (ii) honour his/ her own quoted prices for the services or part thereof;

(iii) sign the contract in accordance with the terms of the tender document.

2.2.6: Bid Securities of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.

2.2.7: In the case of successful bidder, will be refunded on receipt of Performance Security.

2.3:: MINIMUM ELIGIBILITY CRITERIA

2.3.1: The minimum eligibility criteria for a bidder to be declared as **technically qualified** shall be as below:

- (a) The bidder shall necessarily be a legally valid entity in the form of a Company/ Firm.
- (b) The bidder must be registered under appropriate authorities of GST, Income Tax.
- (c) The bidder should also have clearance from Service Tax / GST and Income Tax authorities for the preceding **three years** i.e. 2015-16 to 2017-18;
- (d) Average annual financial turnover of the bidder in providing Software services during the preceding three years (2015-16 to 2017-18) should be at least Rs. 20,00,000/-;
- (e) The bidder must have at least **three years** experience ending 28th February, 2019 of providing Software services to Central / State Governments/ Autonomous Bodies/ Educational Institutions.
- (f) The bidder must have successfully provided Software services over the preceding three financial years as below and be providing the same in the current financial year as well:
 - (i) 03 similar executed projects costing not < Rs.10,00,000/-; or
 - (ii) 02 similar executed services costing not < Rs.20,00,000/-; or
 - (iii) One similar executed services costing not less than Rs.30,00,000/-
- (g) The bidder must not have been declared ineligible or blacklisted by any authority. A consistent history of litigation or arbitration awards against the bidder may also be treated as disqualification.
- (h) Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declares as under:
 - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offense shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;

- (iii) The software firm, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
 - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.
- (i) The bidder should not undergone any financial loss in the last 03 Financial years.
- 2.3.2: In proof of having fulfilled the minimum eligibility criteria mentioned at para 2.3.1, the following self attested documents/ information must be attached with the technical bid:
- (a) copy of Certificates of Incorporation issued by the Registrar of Companies;
 - (b) copies of PAN, TIN, GSTIN
 - (c) copies of Clearance Certificates for the preceding three years (along with annual returns) issued by the Service Tax and Income Tax authorities;
 - (d) copies of audited Balance Sheet and Profit & Loss Account of the firm for the years 2015-16 to 2016-17;
 - (e) copies of work orders and experience certificates in support of information required at para 2.3.1(e) above;
 - (f) copies of documents in support of information required at para 2.3.1(f) above;
 - (g) an affidavit on non-judicial stamp paper for Rs.50/- declaring that the Company had never been blacklisted by any authority.
- 2.3.3: Non-submission of any of the aforesaid document shall entail rejection of technical bid.

2.4: VALIDITY OF BIDS

2.4.1: A bid shall remain valid and open for acceptance for a period of 30 days from the last date of submission of bids.

2.4.2 In exceptional circumstances, the Client may, before expiry of the bid validity, extend the bid validity period. In the case of extension so granted, the bidders shall not be permitted to modify their bids.

2.5:: PREPARATION OF BIDS

2.5.1: Technical Bid

- (i) Technical Bid should be prepared as per the instructions given in the tender document along with Bid Security [EMD] of requisite amount and all information / documents required in clause 2.3.1 and clause 2.3.2.
- (ii) The following documents shall comprise the Technical Bid:

- a) Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Annexure-I inter alia containing the declaration required at clause 2.3.1(h). The letter should be printed on company's letter head and signed by the authorized signatory.
 - b) Duly filled-in and signed Annexure-II containing information required in clause 2.3.1 (a to g).
 - c) All the supporting documents as required in clause 2.3.2.
 - d) Bid Security (EMD) of **Rs. 35,000/-** (*Rupees Thirty five thousand only*) as required in clause 2.2.1.
 - e) Tender document signed and stamped on each page.
 - f) Check List duly filled-in and signed in Annexure-VIII.
- (iii) All the aforesaid documents along with EMD should be kept in a sealed cover superscribed "Technical Bid to provide Software services for SKUCET – 2019 at S.K.University, Ananthapuramu" with the name and address of the bidder.

2.5.2: Financial Bid

- (i) Financial Bid should be prepared in Annexure-III and signed by the authorized signatory.
- (ii) The bid should be kept in a separate sealed cover superscribed "Financial Bid to provide Software services for SKUCET – 2019 at S.K.University, Ananthapuramu" with the name and address of the bidder.
- (iii) The Financial bid should be inclusive of all taxes including GST.

2.5.3: The two separate sealed covers containing technical and financial bids should be kept in a separate sealed big cover superscribed "BIDS TO PROVIDE SOFTWARE SERVICES FOR SKUCET – 2019 AT S.K.UNIVERSITY, ANANTHAPURAMU" with the name and address of the bidder.

2.6.: SUBMISSION OF BIDS

- 2.6.1: The bid shall be submitted to ""The *Convenor*, Directorate of Admissions [DOA], Sri Krishnadevaraya University, Ananthapuramu"" latest by 11-03-2019 up to 04:00 PM.
- 2.6.2: Bids, sent by whatever means or dropped in the tender box kept at S.K.University, must be received / dropped by the last date and time specified in clause 2.6.1 above.
- 2.6.3: Any bid received by the Client after the deadline as stipulated above on whatsoever ground shall not be considered.

2.7.: OPENING OF TECHNICAL BIDS

- 2.7.1: The technical bids received by 11-03-2019 up to 04:00 P.M. shall be opened on the next day at 10:00 A.M. at "Directorate of Admissions Office, Sri Krishnadevaraya University, Ananthapuramu" by the duly authorized Committee in the presence of such bidders who may wish to be present himself or through their authorized representatives.

- 2.7.2: In case, the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on next working date with time and venue remaining unaltered.
- 2.7.3: A letter of authorization shall be submitted by the bidder's representatives before opening of the bids
- 2.7.4: Absence of bidder or their representative shall not impair the legality of the opening of bids.
- 2.7.5: All the bidders or their representatives present shall be required to sign the main bid envelope. Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 2.7.6: After opening of technical bids, a preliminary scrutiny would be conducted to ensure that EMD of requisite amount and other documents as required in clause 2.5.1(ii) are furnished. The bids found deficient in these requirements shall be declared invalid and such bids will not be considered further for technical evaluation.
- 2.7.7: The bidders whose technical bids are otherwise found valid shall be termed as responsive bidders. The detailed evaluation of technical bids of such responsive bidders will be carried out later.

2.8: TECHNICAL BID EVALUATION

- 2.8.1: The technical bids shall be evaluated based on the available documents submitted by the bidders in totality as required under clause 2.3.2 above. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 2.8.2: If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 2.8.3 Client also reserves its right to seek confirmation/ clarification on the supporting documents submitted by the bidder from the agency(ies) issuing such document(s).
- 2.8.4 Notwithstanding all the requisite documents being made available by the bidders, the Client may, if required, visit the firms' offices to authenticate the veracity of information/ documents submitted by the bidders.
- 2.8.5 In addition to the minimum eligibility criteria as specified in clause 2.3.1 being fulfilled, a bidder shall be adjudged technically qualified who secures minimum 70 marks out of 100 distributed among the following parameters:

Sl.No	Parameters	Maximum Marks
i.	Experience of bidding company in providing Software services ➤ Beyond 03 years and up to 05 years -- 10 marks ➤ Above 05 years and up to 10 years -- 15 marks ➤ Above 10 years -- 20 marks	20 Marks
ii	Average Annual Turnover in excess of the minimum required under clause 2.3.1(d) ➤ Beyond Rs. 5 lakh and up to Rs.50 lakh -- 10 marks ➤ Above Rs. 50 lakh -- 15 marks	15 Marks
iii.	Past/ on going projects similar to Online Examination ➤ Upto 02 Universities/ Organizations -- 10 Marks ➤ More than 02 Universities/ Organizations -- 15 Marks	15 Marks
iv.	Availability of Manpower/ Technicians in Company/Firm ➤ Upto 20 Technicians -- 10 Marks ➤ Above 20 Technicians -- 15 Marks	15 Marks
v.	Continuity of the Company in providing Software services to the same client ➤ Having 03 or more years of continuity -- 15 marks ➤ Having continuity for 02 years -- 10 marks	15 Marks
vi.	Feed-back from existing clients of the Company ➤ Appreciation awards upto 02 Clients -- 10 Marks ➤ Appreciation awards more than 02 Clients -- 15 Marks	15 Marks
vii.	ISO Certification of Company/ Firm	05 Marks

Marks on aforesaid parameters will be awarded to the bidder on physical verification of infrastructure etc. of the bidder's Company by a team of Sri Krishnadevaraya University officers/ teachers, *if required*.

2.8.6 The responsive bidders who, as per their documents duly verified and found true as well as securing minimum qualifying marks as per clause 2.8.5 shall be declared as technically qualified.

2.8.7 Client shall intimate the technically qualified bidders through written communication/ phone the date, time and venue for opening of financial bids.

2.9 OPENING OF FINANCIAL BIDS

2.9.1 The financial bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/ their authorized representatives, who choose to be present at the time of opening of the financial bids.

2.9.2 All the technically qualified bidders/ their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their respective Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.

2.9.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

2.9.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

2.9.5 Mere becoming the lowest bidder on the basis of only opening of financial bids will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure including thorough scrutiny of all the financial bids.

2.10 FINANCIAL BID EVALUATION

2.10.1 The bidder whose financial bid is found to be lowest above shall be declared as successful.

2.10.2 In case of two or more companies quoting the same lowest rates, the Tender Evaluation Committee shall decide the successful bidder who scores higher marks as per clause 2.8.5.

2.11 Right of Acceptance

2.11.1 Sri Krishnadevaraya University, Ananthapuramu reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids (including the lowest) at any time prior to the award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders for the Client's action. The decision of the competent authority of the University in this regard shall be final and binding.

2.11.2 The competent authority of the University reserves the right to award contract in full or in part to any successful agency at its discretion and this will be binding on the bidders.

2.11.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the firm that has been awarded the contract, the competent authority of the Sri Krishnadevaraya University, Ananthapuramu reserves the right to award the contract to the next higher bidder or any other outside firm and the difference of price shall be recovered from the defaulter firm who has been awarded the initial contract and this will be binding on the bidders.

2.12 Notification of award by issuance of 'Letter of Acceptance'

2.12.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance **(LoA) Letter of Award of Contract** in duplicate to the said successful bidder, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.

2.12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

2.12.3 The time taken between the date of issue of LOA and signing of contract shall not prevent the contractor to mobilize the man power/work.

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

SECTION – 3

SCHEDULE OF REQUIREMENTS

This Schedule of Requirements contains details of Software services to be provided by the contractor at Client's site and other information, instructions of the Client in respect of personnel to be deployed by the contractor.

3.1 : Schedule – I : For ONLINE Application & RESULTS Process

<p><u>10 GB Website Static Space</u> with 300GB Bandwidth</p> <p>(Server will support ASP, ASP.NET, .NET and SQL Server 2008 or above, HTML, PHP, Java, XML, AJAX and VB Script) for Admissions Application Period.</p>
<p><u>Domain name</u> Registration Charges for ONE Year (www.skudoa.in) (Domain name Subject to availability)</p>
<p>2 GB SQL Server 2014 Database Space on shared dedicated server (SKUCET Web Application & Results Process)</p>
<p><u>Website development charges with following features</u></p> <ul style="list-style-type: none">• Provision for filling Online Application form with complete details Personal, Academic and fee payment along with Scanned Photo, Signature and other particulars required for the admission entrance test of Science, Arts and Commerce courses.• Student Login to Update Application Form, Download Hall Ticket etc.
<p>SMS Gateway – with High Priority Gateway</p> <ul style="list-style-type: none">➤ Each SMS Unit is 160 chars only.➤ ON-LINE WEB SMS Gateway and integration charges <p><u>For application, Hall Ticket and Rank Card Process :</u></p> <p>SMS will be sent to candidates in the following instances</p> <ul style="list-style-type: none">• When Application is enrolled by online for OTP.• When application is submitted with full details.• When Payment is made and confirmed.• When Application is registered by the university.• When Hall Ticket number with centre is allotted.• When Results / Ranks are processed.
<p><u>Off-line Data process for the following steps</u></p> <ul style="list-style-type: none">• Validation and generating summary reports as per the registration status based on the applications received date.• Allotment of Examination Centres as per the options opted by the candidate in the order of priority.• Generation of Hall Tickets as per the university DOA norms & regulations.• Generating Attendance galley and date wise, centre wise nominal rolls as per specified format.

- Generating DForms, Duplicate Hall Tickets
- Generating summary of applied candidates and preparation OMR Database for OMR Sheets printing.

OMR Printing with variable data and scanning at Directorate of Admissions Office, S.K.University, Ananthapuramu:

- OMR Sheets printing with variable data with photo
- OMR Sheet Scanning & Editing
- Results processing for scanned data
- Generating reports required after ranking. Reports generation with A4 Size 70/80 GSM (Reports like Category wise / Test wise etc. required for admission counselling process.)

- Website Security Certificate charges for the total application.
- Certification is required for secured data access and storage.

3.2 : Schedule – II : For WEB Counselling & P.G. Admissions at Directorate of Admissions Office, S.K.University, Ananthapuramu

10 GB Website Static Space with 300GB Bandwidth
(Server will support ASP, ASP.NET, .NET and SQL Server 2008 or above, HTML, PHP, Java, XML, AJAX and VB Script) for Admissions Application Period.

Domain name Registration Charges for ONE Year
(Domain name Subject to availability)

4 GB SQL Server 2014 Database Space on shared dedicated server
(SKUPGCET Web Counseling Phase-1 and 2)

Software development with following features (On-line and Off-line)

- Certificate Verification at 4 locations for counseling for phase-I and Phase-II.
- General Category counseling through web options – Phase1
- Allotment of seats – Phase1 as per options executed by the candidates in order of priority opted.
- General Category counseling through web options – Phase2 with conversions
- Allotment of seats – Phase2 as per options executed by the candidates in order of priority
- Phase-3 General Category counseling through Spot counseling at DOA.
- Special category counseling at DOA office for all candidates of PH, CAP, SPORTS, ECA, NCC and NSS for Science, Arts and Commerce with spot allotment of seats to eligible candidates.
- Validation and generating Seat Allotment charts as per the counseling rules.
- Generating admission reports after seat allotment and course fee payment in bank.
- Generating Course Fee challan for seat allotted candidates and sends it to registered e-mail ID of the respective candidates.
- Sending seat allotment details through Web SMS.

SMS Gateway – with High Priority Gateway

- Each SMS Unit is 160 chars only.
- ON-LINE WEB SMS Gateway and integration charges

For Admissions (Web Counseling) Process

SMS will be sent to candidates in the following instances

- When registration is completed at the time of certificate verification.
- When initial password is changed for options entry.
- When seat priority options Saved.
- Seat allotment status in Phase1 & 2 (allotted / not allotted)
- When course fee details are updated from bank.
- When applied for Sliding, seat status in Phase-2 after allotment.
- Password for Web options enrollment for students
- If the fee is not paid in bank after seat allotment in Phase-I or Phase-II before stipulated time.
- When Phase III notification is issued.
- Date of commencement of classes.

Note: Declaration should be submitted from the university as the service is related to academic purpose and not for commercial purpose

3.3. The Contractor shall strictly observe that its personnel:

- (i) are punctual and arrive at work places before start of their assigned duty hours and do not leave their place of duty before close of their duty hours,
- (ii) whenever required in the exigencies of work, work beyond duty hours and won't refuse to work extra hours,
- (iii) take charges of their duties properly and thoroughly,
- (iv) perform their duties with honesty and sincerity,
- (v) extend respect to all academic staff, officers and non-teaching staff of the office of the Client,
- (vi) are not alcoholic or drug addict, do not drink on duty and smoke in University premises or come drunk and report to duty,
- (vii) do not gossip or chit chat and sleep while on duty,
- (viii) do not indulge in any activity prejudicial to the interest of the University,
- (ix) immediately report to their Supervisor / DOA's Office if any untoward incident / misconduct or misbehaviour occurs.
- (x) do not misuse official telephones installed in Client's premises.

3.3. Contractor's personnel deployed at Client's site shall

- (i) at all times maintain strict confidentiality about the official information gathered during their working in the University,
- (ii) not furnish any document, data, information etc. pertaining to SKUCET – 2019 or any other University information in any form to any person, directly or indirectly, not authorized by the Client,
- (iii) not give phone numbers of office and officers of Client to any unauthorized person.

3.4. Bidder should present Project before SKU technical committee, if required.

3.5. Bidder should depute 02 Technical Staff at DOA's Office, S.K.University, Ananthapuramu for the complete contract period.

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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SECTION – 4

GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 Confidentiality

- 4.1.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information related to Client's academic and non-academic activities or security arrangements (including but not limited to the assignment instructions, Schedules and other subsequent agreements). The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 4.1.2 If the Contractor receives inquiries from any person or outside agencies including Press / Media, the same shall be referred to by the Contractor to Client immediately on receipt of such queries.

4.2 Performance Security

- 4.2.1 The successful bidder within **fourteen days** of the acceptance of the LoA shall furnish a Performance Security in the form of an Account Payee Demand Draft / Fixed Deposit Receipts from a commercial bank or bank guarantee issued / confirmed from any of the commercial bank in India in the form prescribed at Annexure-VI **for a sum equal to 10 % of the total cost of Software services** as mentioned in the financial bid i.e. **Rs. 70,000/- (Rupees. Seventy thousand only)** in favour of "*The Convenor, SKUCET-2019, DOA, S.K.University, Ananthapuramu payable at S.K.University, Ananthapuramu*".
- 4.2.2 If the contractor is called upon by the competent authority of the University to furnish Performance Security and the contractor fails to provide the said security within the period and in the form specified at clause 4.2.1 above, such failure shall constitute a breach of the contract and the Client shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 4.2.3 The Performance Security so furnished should remain valid for a period of **60 (sixty) days** beyond the date of completion of all contractual obligations of the contractor.
- 4.2.4 The Bank Guarantee will be forfeited and credited to Client's account in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-commencement of work after issue of 'Notice to Proceed'.
- 4.2.5 On due performance and completion of the contract in all respects, the Performance Security will be returned to the contractor without any interest. However, such portion of the said Performance Security, as may be considered by the University sufficient to cover any incorrect or excess payment made on the bills to the firm, shall be retained until the final report on the account of firm's bill has been received and examined.

4.3 Signing of contract agreement

- 4.3.1 The Client shall provide a draft Contract Agreement, as prescribed at Annexure-VII, to the successful bidder along with LoA. The bidder shall, along with Performance Security, return the duly concurred and signed Contract Agreement printed on the non-judicial stamp paper of Rs.100/- adjudicated by the Registrar of Stamps of Andhra Pradesh State within seven working days of the issue of LoA.
- 4.3.2 The competent authority of the Client shall sign the Contract Agreement and return a copy of the same to the successful bidder.

4.4 Validity of contract

- 4.4.1 The contract shall be **valid for a period of 09 Months** from the date of its signing by both the parties subject to continuous satisfactory performance by the contractor.
- 4.4.2 The period of contract may, in the exigencies of work requirement, be extended beyond one year for any period not exceeding further one year with mutual written consent of the contractor on the same terms and conditions as agreed to under this contract except periodical revision of minimum wages as notified by the Government.

4.5 Contractor's obligations

- 4.5.1 The contractor shall provide Software services for SKUCET-2019 in Client's premises as per the requirements to be read with other conditions of contract mentioned herein in this document within 03 (three) days of the contract agreement made effective.
- 4.5.2 The requirements may be modified during the contractual period and the contractor shall be bound to provide Software services as per modified requirements.
- 4.5.3 The personnel of the contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment / duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 4.5.4 A Service Log Book shall be maintained at the Client's premises and daily record of the actual services provided shall be kept. All matters relating to deficiencies in the availability and standards of service shall be entered in the Log Book and the contractor shall forthwith remove all the deficiencies pointed out and record compliance in the Log Book.
- 4.5.5 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any persons / property at the Client's premises on account of acts of omission and commission by the personnel deployed by him.
- 4.5.6 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times.
- 4.5.7 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

4.5.8 The contractor shall not sub-contract or sublet, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

4.6 Client's obligations

4.6.1 Except as otherwise expressly provided, the Client shall, at its own expense, timely provide all the required facilities at the location(s) where the Software services are to be provided to enable contractor's employees to carry out the services.

4.6.2 The Client shall to the extent feasible and deemed necessary fulfil the genuine requests made by the contractor in writing in connection with the performance of the services within the ambit of this contract.

4.6.3 The Client shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the Client becomes aware of them.

4.6.4 To enable the contractor to provide the Software services, the Client shall ensure that its staff is available to provide such assistance.

4.6.5 The University shall not provide any accommodation to any of the company personnel deployed by the contractor.

4.6.6 The Client shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract.

4.7 Payments

4.7.1 After selection of the successful bidder as contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the Client for the Software services.

4.7.2 The service charges quoted by the bidders in the Price Schedule shall be inclusive of any Service Tax/ GST, any type of cess, or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rates.

4.7.3 No price escalation shall be entertained by the Client during the contract period including the extended period, if any.

4.7.4 In case, it is required to engage Software personnel on extra duty / beyond prescribed duty hours,

4.7.5 Client shall make deductions in accordance with applicable tax laws, Income Tax or shall make other deductions as made applicable by the laws promulgated by the Government of India or the State Government of Andhra Pradesh, as the case may be, from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deductions so made.

4.7.6 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the Client in favour of the contractor on the basis of the order of award of work.

4.8 Termination of contract

4.8.1 This contract may be terminated forthwith by either party by giving written notice to the other if the other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within Seven days of receiving notice of such breach.

4.8.2 The contract may be terminated forthwith by the Client by giving written notice to the contractor, if the contractor:

- a) does not provide Software services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements;
- b) goes bankrupt and becomes insolvent.

4.8.3 In case of breach of any of terms and conditions of the contract by the contractor, the competent authority of the Client shall have the right to cancel the contract without assigning any reason thereof and nothing will be payable by the Client and in that event the Performance Security shall be forfeited and encashed.

4.9 Disclaimer

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

4.10 Governing laws and settlement of dispute

4.10.1 This contract shall be governed by the laws of Government of Andhra Pradesh and Sri Krishnadevaraya University and shall be subject to the exclusive jurisdiction of the courts in Ananthapuramu.

4.10.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions as aforesaid within a period of 07 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Ananthapuramu and the decision of the arbitrator shall be final and binding on both the parties.

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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SECTION – 5

PRICE SCHEDULE (FINANCIAL BID)

5.1 Form

The Price Schedule (Financial Bid) shall be submitted in the form prescribed at **Annexure - III.**

5.2 Other terms

- 5.2.1 The contract shall be for the overall project.
- 5.2.2 No correction / overwriting should be made or eraser used in the financial bid.
- 5.2.3 The quoted price should be in Indian rupees only.
- 5.2.4 The rates quoted by the bidder shall be fixed for the duration of the contract and shall be included in the total price.
- 5.2.5 Price bids are to be essentially signed by the firm or the authorized person.
- 5.2.6 Each bidder should submit only one bid.
- 5.2.7 The operation and maintenance cost at Bidder's cost
- 5.2.8 All the essential equipment cost must be included in the price quoted.

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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ANNEXURE - I

BID COVER LETTER

(To be written on the letter head of company)

(Ref. clause 2.5.1)

To

The Convenor,
SKUCET – 2019,
Directorate of Admissions,
Sri Krishnadevaraya University,
Ananthapuramu – 515 003.

Ref: Invitation for bid vide S.K.University Advertisement No: SKU/DoA/SKUCET-2019/2019 dated 02-03-2019 to provide Software services for SKUCET – 2019 at Sri Krishnadevaraya University, Ananthapuramu.

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding documents, including corrigendum/ addenda issued, if any, in accordance with "Instructions to Bidders".
2. We offer to execute in conformity with the bidding documents for providing security services for Sri Krishnadevaraya University, Ananthapuramu.
3. Our bid shall be valid for a period of **30 days** from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance record in accordance with the bidding documents.
5. Government of India or any State Government or other Public Sector or Private Sector Organizations have not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. We also declare that
 - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;

To be continued in Next Page No: 24

- (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
- (iii) The Software services, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
- (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
- (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

Yours sincerely,

(Authorized Signatory)

Full Name and Designation

Note:-Authorized person shall attached a copy of Authorization for signing on behalf of Bidding Company.

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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ANNEXURE - II

TECHNICAL BID SUBMISSION FORM

(Ref. clause 2.5.1)

Sl.No.	Particulars	Information	Enclosure No.
01.	Name of the Company/Firm		
02.	Year of establishment of the Company		
03.	Registered address of the Company along with Telephone/ Mobile No., e- mail ID, website address etc.		
04.	Owner(s) of the Company		
05.	For how long the Company has been in the operation of providing Software Services? (Experience in Years)		
06.	Name, designation and telephone/ mobile number of authorized person to be contacted		
07.	Total experience in providing software solution especially in Online admission process.		
08.	The Company must have handled at least 20 thousand applications in any institute/University in the online examination process during the previous year 2016-2018 (indicative of handling/server capacity)		
09.	Does the company have provided similar software solutions of online examination process for any state Universities (atleast 02 state universities and not for deemed universities)		
10.	Details of Software Products created by your Company, independently, If any		
11.	Does the company has experience in processing Online applications through "Payment Gateway" ?		
12.	(a) PAN		
	(b) GST Regd. No. (GSTIN)		
	(c) ISO Certification No., if so certified		
13.	Details of Account Payee Demand Draft/ BG submitted towards Bid Security (EMD)		
14.	Annual Financial Turnover of the Company in providing Software services (Please attach separate sheet if the number is large)		

To be continued in Next Page No: 26

Sl.No.	Particulars				Information	Enclosure No.
15.	Details of Software services provided to various organizations during the years 2015-16 to 2017-18 (Please attach separate sheet if the number is large)					
	Sl.No.	Client	No. of Software products/services provided	Contract Period	Total Value in Rs.	
16.	Details of current clients/ on-going contracts to whom Software services are being provided (Please attach separate sheet if the number is large)					
	Sl.No.	Client	No. of Software products/services provided	Total Value in Rs.	Contact Number	
17.	Total current strength of technicians on the payroll of the Company					
18.	Does the Company possess updated clearance in respect of Income Tax and Service Tax (now GST)?					
19.	Does the Company has undergone any financial loss in the last 3 year financial years?					
20.	Has the Company ever been declared ineligible or blacklisted by any authority?					
21.	During the course of providing Software services to organizations in the past, how many times the Company has been involved in litigation or arbitration awards with the concerned organizations?					

Note:- Please attach self-attested documents in support of the information furnished above as required under clause 2.3.2 of the Tender Document.

DECLARATION

I / We hereby declare that the information furnished above are true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.

SIGNATURE OF AUTHORIZED SIGNATORY

Full Name & Designation
Company's seal

Note:- Authorized person shall attached a copy of authorization for signing on behalf of Bidding Company.

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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ANNEXURE - III

FINANCIAL BID SUBMISSION FORM

(Ref. clause 2.5.2)

Sl.No.	Name of work	Quote rates (Rs)
01.	For Development of online application, Examination through OMR procedure and web-based counseling and completing of web-based admissions for SKUCET-2019 for P.G. admissions into various courses in S.K.University Colleges and its affiliated colleges on the basis of Merit, Reservation policy and other relevant rules' as per specifications in schedules I and II. (Standard Software Languages i.e. PHP / Mysql /.NET)	

EMD particulars: EMD security amount of **Rs. 35,000/-** (*Rupees Thirty five thousand only*) vide **Demand Draft No.** Dateddrawn in favour of "*The Convener, SKUCET-2019, DOA, S.K.University, Ananthapuramu payable at S.K.University, Ananthapuramu*"

**AUTHORIZED SIGNATORY
OF THE FIRM/COMPANY WITH SEAL**

Note:

- Attach additional sheets giving full particulars (Name and address of the Firm, Name and Address of the proprietor).
- Tender forms without Xerox copies of all documents prescribed in qualification criteria under terms and conditions, will not be considered.

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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ANNEXURE - IV

LETTER OF ACCEPTANCE [or] LETTER OF AWARD OF CONTRACT

(To be written on the letter head of company)

(Ref. clause 2.12.1 & 2.12.2)

CONFIDENTIAL

Contract No. **SKU/DoA/SKUCET-2019/2019**

Contract Title: To provide Software services for SKUCET – 2019 at Sri Krishnadevaraya University, Ananthapuramu

To

M/s

.....

.....

Sub:- Award of contract for contract No. SKU/DoA/SKUCET-2019/2019 titled "to provide Software services for SKUCET - 2019 to Sri Krishnadevaraya University, Ananthapuramu".

Ref:- Your offer No.....dated.....against our tender No. SKU/DoA/SKUCET-2019/2019 opened on.....

Dear Sir/ Madam,

1. I am directed to inform you that after evaluating the bid documents submitted by you on(date), Sri Krishnadevaraya University, Ananthapuramu is pleased to inform you that you have been selected as the **successful bidder** to provide Software services for SKUCET – 2019 at Sri Krishnadevaraya University, Ananthapuramu. The total Software Services cost shall be(amount) as indicated in your financial bid submitted on.....(date), in accordance with the procedures intimated in the relevant bid documents.
2. You / your authorized representative(s) are requested to be personally present at Office of the Convenor, SKUCET – 2019, Directorate of Admissions [DOA], Sri Krishnadevaraya University, Ananthapuramu for signing of the contract by.....(date).

To be continued in Next Page No: 29

3. In this respect, we also request you to submit the performance security of Rupeesby.....(date). Security deposit being 10 % of the total cost of Rs.....
4. Please apply for refund of EMD deposited along with the bid.
5. You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form.
6. This notification concludes the legally binding contract between you and Sri Krishnadevaraya University, Ananthapuramu till issue of a formal contract.

Yours truly,

**CONVENOR
[SKUCET – 2019]**

Encl:- Agreement Form along with the Schedule of Requirements.

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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ANNEXURE - V

BID SECURITY SUBMISSION FORM

(THROUGH BANK GUARANTEE)

(Ref. clause 2.5.1)

No:.....

Date:

To

The Convenor,
SKUCET – 2019,
Directorate of Admissions,
Sri Krishnadevaraya University,
Ananthapuramu – 515 003.

WHEREAS M/s.....(hereinafter called "the tenderer") has submitted its bid dated..... to provide Software services for SKUCET – 2019 at S.K.University, Ananthapuramu against owner's Tender No. SKU/DoA/SKUCET-2019/2019 dated 02-03-2019.

KNOW ALL MEN by these presents that WEhaving our registered office at (hereinafter called 'the Bank') are bound unto The Client in the sum of Rs./(Rupees only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the Bank thisday of2019.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender,

To be continued in Next Page No: 31

2. If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity:
 - (a) fails or refuses to accept /execute the contract,
 - (b) fails or refuses to furnish the Performance Security for the due performance of the contract,

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date. Signature of the authorized office

Signature of the Authorized Officer of the Bank

Name & Designation of the office

Seal, Name & Address of the Bank and Branch

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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ANNEXURE - VI

PERFORMANCE SECURITY SUBMISSION FORM

(THROUGH BANK GUARANTEE)

(To be executed on non-judicial stamped paper of an appropriate value)

(Ref. clause 4.2.1)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS **Sri Krishnadevaraya University, Ananthapuramu** (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [insert date of acceptance of the letter of acceptance(LOA)] with [insert name of the Successful Bidder](hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of Software services to SKUCET-2019 at Sri Krishnadevaraya University, Ananthapuramu based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a commercial bank in India for a sum of Rs...../- (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the commercial bank] (here in after referred to as the "Bank") having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

To be continued in Next Page No: 33

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding Rs...../-[Rs..... only].
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Ananthapuramu for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted] granted to him by the Bank.

Date:

BANK
(Corporate Seal of the Bank)

By its constituted Attorney Signature of a person duly authorized to sign on behalf of Bank

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

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ANNEXURE - VII

CONTRACT FORM

(Ref. clause 4.3)

CONTRACT AGREEMENT NO.SKU/DoA/SKUCET-2019/2019 DATED

THIS AGREEMENT is made on between the Convenor, SKUCET-2019, Directorate of Admissions [DOA], Sri Krishnadevaraya University (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at S.V.Puram, Ananthapuramu – 515 003, Andhra Pradesh State of the One Part,

AND

M/S.....having its registered office at.....(hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender datedto provide Software services for SKUCET - 2019 at Sri Krishnadevaraya University, Ananthapuramu under Tender No. SKU/DoA/SKUCET-2019/2019.
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.
- III. AND WHEREAS the Client has selected M/S.....as the successful bidder ("the Contractor") pursuant to the bidding process and awarded the Letter of Acceptance (LOA) No. to the Contractor on for a total sum of Rs..... [Rupees Only].

To be continued in Next Page No: 36

- IV. AND WHEREAS the Client desires that the Software services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into Contracts with other contractors / parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully understood between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Software services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND WHEREAS the Contractor shall be responsible for payment of all statutory taxes and cess to Government of India and the State Government of Andhra Pradesh, as the case may be. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of taxes, cess etc. charged in the said bill.
- IX. AND WHEREAS the Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid as submitted by the Contractor.
 - (d) The corrigendum/ addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Schedule of Requirements annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.

3. Any changes/ modifications/ amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- X. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorised Signatory)

Signed on Behalf of
**Sri Krishnadevaraya University,
Ananthapuramu
(Authorised Signatory)**

SRI KRISHNADEVARYA UNIVERSITY

Ananthapuramu – 515 003, Andhra Pradesh [A.P], India

ANNEXURE - VIII

CHECK LIST

(Ref. clause 2.5.1)

Sl.No.	Particulars	Strike out [/] which is not Applicable
TECHNICAL BID		
01.	Have you signed prescribed 'Bid Cover Letter' on the letter head of the Company ?	Yes/No
02.	Have you signed and put seal of the Company on each page of the tender document and attached the same with your bid?	Yes / No
03.	Have you filled in all the columns of Annexure-II of the tender document with all the relevant information?	Yes / No
04.	Have you attached self-attested copies of all the documents required under clause 2.3.2 of Section 2 of the tender document in support of meeting minimum eligibility criteria?	Yes / No
05.	Have you enclosed Bid Security (EMD) for Rs. 35,000/- along with the Technical Bid?	Yes / No
06.	Have you put the Technical Bid and Financial Bid in separate sealed envelopes and both the sealed envelopes in a separate big envelope superscribing "Bids for SKUCET-2019" as required under clause 2.5.1 and 2.5.2 of Section 2 of the tender document?	Yes / No
07.	Have you attached proof of authorization to sign on behalf of the bidder in the Technical Bid?	Yes / No
FINANCIAL BID		
08.	Is your financial bid proposal duly filled in the form prescribed at Annexure-III of the tender document and signed with Company's seal?	Yes / No
09.	Have you quoted prices against each Phases of SKUCET - 2019?	Yes / No

SIGNATURE OF AUTHORIZED SIGNATORY

Full Name & Designation
Company's seal