

ET01 of 2018-19

Government College of Engineering, Aurangabad

Station road Osmanpura Aurangabad 431005 (Maharashtra)

☎: (0240) 2366111, 2366277, Fax: (0240) 2332835 E-mail: principalgeca@yahoo.com

Website: <http://www.geca.ac.in>

e-Tendering Parent Portal: <https://maharashtra.etenders.in>

e-Tendering DTE Portal: <https://dte.maharashtra.etenders.in>



TENDER NO: 02/GECA/DTE/STATE/ET-02/2018-2019

TENDER PRICE – Rs. 2000/-

EMD – Rs. 10,000/-

TENDER FORM

Sr. No. TENDER NO: 02/GECA /DTE/ STATE/ ET- 02/ 2018-2019

Price Rs. 2000/-

E.M.D.10,000/-

As per the approval of Board of Management of Government College of Engineering, Aurangabad, digitally sealed tenders (Two-Bid System) as per e-tendering system are invited by office of **Principal, Government College of Engineering under Director of Technical Education, Maharashtra State** from reputed OEMs or Authorized Dealers/ Channel Partner for the supply of following items.

Please refer to Instructions for Bidders. These are available on web site and are also being made available along with this form.

A. NOTICE DETAILS:

Tender Reference no.	02/GECA /DTE/ STATE/ ET- 02/ 2018-2019
Name of Work / Item	Purchase of Enterprise Antivirus Software Validity of 3 years
Cost of blank tender document & Mode of Payment	Rs. 2000/- online through Debit card/Credit card/Netbanking only
EMD Amount & Mode of Payment	Rs. 10,000/- online through Debit card/Credit card/Netbanking/RTGS/NEFT only
Venue of online opening of tender	Chamber of Head Computers and Science Dept, Govt. College of Engg., Aurangabad
Address for Communication	Principal, Government College of Engineering, Osmanpura, Station Road, Aurangabad-431 005
Contact Telephone & Fax Numbers	0240-2366111, 2366277, 2332835 (Fax)
e-Tendering Helpline Support: Monday to Friday - 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	Telephone: 020 - 253 155 55 / 56 Email: support.gom@nextenders.com

Delivery period	45 days from the date of issue of order.
Tender shall remain valid Till	180 days from the date of opening of tender.

Quantity required*	Purchase of Enterprise Antivirus Software Validity of 3 years – 650 Users
Names of the Consignees	Government College of Engineering Aurangabad

*** Quantity may change**

B. TENDER SCHEDULE

Please Note: All bid related activities (Process) like Tender Document Download, Bid Preparation, bid submission will be governed by the time schedule given under Key Dates below

S N	Activities	Start Date & Time	--	Expiry Date & Time
1	Online Tender Release	31/08/2018 10:00 Hrs	To	31/08/2018 17:30 Hrs
2	Online Tender Document Download	31/08/2018 17:31 Hrs	To	06/09/2018 17:00 Hrs
3	Online Bid Preparation	31/08/2018 17:31 Hrs	To	06/09/2018 17:00 Hrs
4	Online Technical Bid Closing	06/09/2018 17:01 Hrs	To	07/09/2018 17:00 Hrs
5	Online Commercial Bid Closing	06/09/2018 17:01 Hrs	To	07/09/2018 17:00 Hrs
6	Online Submission of Bid	07/09/2018 17: 01 Hrs	To	10/09/2018 17:00 Hrs
7	Online Tender Opening(Technical)	11/09/2018 11:00 Hrs	To	12/09/2018 17:00 Hrs (if possible)
8	Online Tender Opening(Commercial)	11/09/2018 11:00 Hrs	To	12/09/2018 17:00 Hrs (if possible)

Activities to be performed by the Institution

Activities to be performed by the Bidders
(All Bidders' Activities are Mandatory)

C. CHECK LIST OF DOCUMENTS TO BE UPLOADED ALONG WITH E TENDER

The following documents should be uploaded by the bidders in the form of **PDF Files / Scanned images** in the same order as mentioned below, on the e-Tendering website during **Online Bid Preparation** stage.

Sr No	Item
1	Covering Letter for tender on the company letter head mentioning official address, Contact No, eMail address and website (if available) address
2	Copy of OEMs or Authorized Dealers/ Channel Partner for the supply of Equipment <u>-ESSENTIAL</u>
3	Copy of PAN card <u>-ESSENTIAL</u>
4	Sales tax / GST registration certificate. <u>ESSENTIAL</u>
5	ST/ VAT / GST Clearance Certificate (e.g. Form 415 in case of Bidders from Maharashtra) or copy of application submitted to concerned authority for issuing tax clearance certificate (e.g. Form 414 in case of Bidders from Maharashtra) <u>ESSENTIAL</u>
6	Income Tax returns or Balance Sheets for last three financial Years
7	No deviation certificate in prescribed pro-forma only. (FORMAT 1) <u>ESSENTIAL</u>
8	List of users with complete address, name of contact persons, contact numbers and email address for the make and model number of item mentioned in the tender form (FORMAT 2)
9	Undertaking of inspection and delivery from manufacturer within prescribed period (FORMAT 3) <u>ESSENTIAL</u>
10	Undertaking by bidder about risk purchase, fall clause, penalty clause (FORMAT 4) <u>ESSENTIAL</u>

Note: If, during online bid preparation, any need arises to upload additional documents, apart from the above mentioned documents, an option to upload additional documents has been provided in the e-Tendering software which will be available to bidders during online bid preparation stage.

**D. DETAILED SPECIFICATIONS OF THE ITEM MENTIONED IN THE
TENDER NO. TENDER NO: 02/GECA /DTE/ STATE/ ET- 02/ 2018-2019**

Item No.1

Sr. No.	Item with Specifications	Qty
01	<p data-bbox="235 600 956 627">Enterprise Antivirus Software Validity of 3 years</p> <ol style="list-style-type: none"> <li data-bbox="272 632 956 684">1. The solution offered should be able to provide centralized endpoint protection managed from Single Server <li data-bbox="272 688 956 772">2. Must have file/mail/web/IM anti-virus checking and blocking facilities, network attack blocker components and built in firewall. <li data-bbox="272 777 956 861">3. Ability to detect and block malicious software in real time including Viruses, worms, Trojan horses, spywares, adware's, and root kit etc <li data-bbox="272 865 956 1087">4. Ability to scan system and user files/pop3 email traffic in email clients including MS Outlook, Outlook Express, Thunderbird and block malicious content.. Attachments as compressed files and multipack files must be extracted and scanned regardless of archive nesting depth. Attachment of true file types, compressed executables, and encrypted files created using various utilities. <li data-bbox="272 1092 956 1144">5. Should be able to support installation on 32 & 64bit Windows/Linux and Mac systems <li data-bbox="272 1148 956 1667">6. Comprehensive Admin Server with Management console for the following : <ol style="list-style-type: none"> <li data-bbox="402 1207 956 1260">a. Remote Installation, Update and Uninstallation of AV on clients <li data-bbox="402 1264 956 1327">b. Download latest AV signatures and deploy to all clients. <li data-bbox="402 1331 956 1394">c. Schedule Automatic Scan on client systems and disable setting change at client by end user. <li data-bbox="402 1398 956 1430">d. Client must get AV updates from Admin server. <li data-bbox="402 1434 956 1465">e. Group and policy based roll out to client computers. <li data-bbox="402 1470 956 1554">f. Compliance check policy templates for client Mgmt agent to ensure that agent is always installed, running and updated. <li data-bbox="402 1558 956 1621">g. In built logging and reporting based on user/group blocking events. <li data-bbox="402 1625 956 1667">h. Allows the user to allocate bandwidth to the Update Manager from the total available bandwidth. 	650 Users

7.	Support for Scanning and Malware removal using boot disc without installation of Antivirus software
8.	Option for policy enforcement including making all removable drives Read Only.
9.	Ability to automatically disconnect machines having infection from the network to stop it from spreading.
10.	Password protection in Safe Mode
11.	Sandbox feature that supports web browser
12.	Should detect application vulnerabilities
13.	Option for configuring Alternate Update Manager
14.	Should be able to show hardware and software details of Windows and Linux system
15.	Temporary USB Storage Access: Allow administrator to provide authorised users access to USB storage devices for a limited duration.
16.	Must have integrated DLP feature to restrict sharing of sensitive data
17.	Anti Ransomware/Automatic Backup and restore: Provision for backup of important and well-known file formats like PDF and Microsoft Office files that are present on client computer.
18.	Must be able to monitor the file changes like Copy, Rename and Delete
19.	Client Deployment : <ul style="list-style-type: none"> a. Using Client Packager b. Active Directory Sync c. Remote Installation d. Email Installation
20.	Virus Protection : <ul style="list-style-type: none"> a. Ability to enable real time protection to load every time the system is started. b. Optimize system performance by keeping database of scanned files and rescan files in background c. Display IP address for Source of Infection
21.	Manual Scan : <ul style="list-style-type: none"> a. Provide Full system scan, custom scan, memory scan and boot time scan. b. Mobile Scan c. Separate scanner to scan malwares like adware, key loggers, PUA;s, etc d. Separate scanner to scan Rootkits

		<p>22. Schedule Settings : a. Ability to schedule client scans from console b. Schedule updates, application control scan, vulnerability scan from console</p> <p>23. User Management : a. Provide super admin user. b. Provision for Role Based Access c. Facility to create Report Viewer privilege</p> <p>24. Cloud Based browsing, email, Anti Phishing, Anti-Spam and Web Filtering features.</p> <p>25. Ability to restrict entire browsing on systems</p> <p>26. Advanced Firewall Protection : a. Provided different firewall levels like Low, Medium, High and Block All to effectively monitor and control Inbound and Outbound network traffic b. Provision to create rules which can manage TCP,UDP, ICMP protocols for different IP/Port Nos</p> <p>27. Email & SMS Notification: Must provide email and SMS notification for various critical events such as virus outbreak, ransom ware incidents</p> <p>28. Number of license and validity : 650 users valid for three years from date of installation</p>	
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E . INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS – e tendering

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**: <https://maharashtra.etenders.in>

The Bidders participating first time for e-Tenders on **Government of Maharashtra's** e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal.

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1092/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (NexTenders) at the time of entering online Bid Submission stage of the tender schedule. (Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit For Bidder** section of <https://maharashtra.etenders.in>)

Bidders Tool Kit link (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation, bid submission.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 – 253 155 55(Pune Helpline)**.

E. TENDER CONDITIONS FOR EXECUTION OF THE CONTRACT

1. Earnest Money :

- a) Earnest money of Rs **10,000** (Rs. Ten Thousand only) shall be paid online (through debit card/credit card/Net banking /RTGS/NEFT only). It is also clarified that the quotations received without earnest money will be summarily rejected.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the Government College of Engineering, Aurangabad in respect of erosion in the value or interest on the amount of EMD.

2. Opening of Tender:

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification

3. Validity of the bids:

The bids shall be valid for a period of 180 day from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

4. Communication of Acceptance / Right of Acceptance:

Government College of Engineering, Aurangabad, reserves all right to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work may prejudice the contractor's quotation.

5. Performance Security :

The successful tenderer will be required to furnish a Performance Security Deposit of 03% of tender amount in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "Government College of Engineering, Aurangabad "

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Bank Guarantee or Fixed Deposit Receipt issued by a Nationalized Bank and the Performa provided with the tender document. Performance Security will be discharged after completion of contractor's performance obligations (including Comprehensive maintenance contract period) under the contract.

6. Delivery & Installation :

The mentioned material shall be delivered within 45 days of issue of supply order. Satisfactory installation / commissioning and handover of the Software will be completed within two weeks from the date of receipt of the Software at the Government College of Engineering, Aurangabad premises.

7. Inspecting , Testing and Quality control

Principal, Government College of Engineering, Station Road, Osmanpura Aurangabad or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to Government College of Engineering, Station Road, Osmanpura Aurangabad. In case any inspected or tested goods fail to conform to the specifications, Government College of Engineering, Station Road, Osmanpura Aurangabad may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to Government College of Engineering, Station Road, Osmanpura Aurangabad.

8. Guarantee / Warranty:

- The on-site replacement warranty shall remain for a period of 36 Month from the date of recording of acceptance of goods at site.
- During warranty period, the supplier is required to visit Government College of Engineering, Aurangabad site at least once in 4 months commencing from the date of delivery of the goods for preventive maintenance of the goods.
- If the supplier having been notified, fails to respond to take action to replace the defect(s) within 10 days the purchaser may proceed to take remedial action(s) as deemed fit.

9. FORCE MAJEURE :

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 45 days, Government College of Engineering, Aurangabad party may, at least option to terminate the contract.

10. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason and nothing will be payable by Government College of Engineering, Aurangabad. In that event the security deposit shall also stands forfeited.

11 Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of Government College of Engineering, Aurangabad, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

12. Right to call upon information regarding status of work:

The Government College of Engineering, Aurangabad will have the right to call upon information regarding status of work/ job at any point of time.

13. Terms of payment:

- 90% payment of the total order value shall be released after the successful delivery and installation of the ordered goods against the submission of the test report.

- Balance 10% of the order value shall be released after the submission of the performance security/ if the company fails to submit his performance security the 10% payment shall be released after 3 year from the date of opening tender.

14. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Aurangabad, Maharashtra and all obligations hereunder shall be deemed to be located at Aurangabad, Maharashtra and Court within Aurangabad, Maharashtra will have Jurisdiction to the exclusion of other courts.

15. Equipment Make & Model / Software Version must be clearly stated by the bidder in both the bids – Technical and commercial.

16. The licenses for mentioned in specification Software should be procured by the qualified bidder in the name of Government College of Engineering, Station Road, Osmanpura Aurangabad and relevant document(s) for the same is also required to be delivered to Government College of Engineering, Station Road, Osmanpura Aurangabad along with the media with installable software.

17. Only OEMs or authorized dealers/channel partners of OEMs can participate in the tender. The bidder has to upload scanned copy of a certificate of their authorized dealership/channel partnership issued from the OEM.

18. The equipment / item / software to be supplied should be supported by a Service / Support centre manned by the technical service / support engineers authorized by OEM in Maharashtra.

19. The qualified bidder shall supply all the spares and accessories for installation & Commissioning, as may be required during initial operation of the facility till successful commissioning at Government College of Engineering, Station Road, Osmanpura Aurangabad. The bidder will have to arrange / provide for all the testing equipment & tools required for successful installation, testing & acceptance, maintenance etc.

20. A scanned copy of the certificate on company letterhead, stating that the bidder hasn't been **blacklisted** by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations during the last three years, with company stamp and signed by authorized signatory should also be uploaded.

21. The bidder should have adequate facilities, trained manpower and staff for installation, commissioning and providing maintenance support service after the sales of the equipment in India.

22. The Bidder will deploy their own manpower for the installation / integration of the equipment and should not be outsourced to any third party.

F. Important Instructions to the bidders submitting offer Against Tender Enquiry Published by the Directorate of Technical Education, Maharashtra State, Mumbai.

General Instructions for submission of Tender and its accompaniments: -

1. Read the instructions in Tender Notice published in Govt. Gazette, Part – II which is published on every Thursday.
2. **The offer should be submitted online in the prescribed form as per TWO ENVELOPE SYSTEM ONLY.** Both the Bids (Technical as well as Commercial) shall have to be submitted online only. Bids not submitted online will not be entertained.
3. **A Checklist is given at the beginning of the Tender Form . Please note that submission of all the documents mentioned in the check list is mandatory. Documents with incomplete/wrong information will lead to rejection of tender offer. Purchaser's decision will be final in this regard.**
4. The offer should be firm, inclusive of all taxes till the period of delivery. Escalation in prices will not be allowed. Reduction in Taxes / levies by Govt. during the period, the benefit should be passed on to consignees.
5. Details of specifications, relevant leaflets, highlighting technical features shall be quoted. However, purchaser may ask for any further technical clarification.
6. ENVELOPE NO. 1 (TECHNICAL OFFER) will be opened on the date specified in Tender Notice.
7. The supplier/their authorized representative can attend the tender opening.
8. The offers will be first evaluated for completeness with respect to documents to be submitted with the offer. Those offers which have all the supporting documents as per requirements in the tender enquiry will be evaluated on technical grounds. A demonstration of the make and model no of the being quoted may be arranged at bidders cost if the technical scrutiny committee recommends. Commercial bids of technically valid offers will be opened and lowest offer is likely to be recommended for award of contract. However the institute reserves the right to consider the tender other than the lowest as decided by the competent authority. The offers of the Bidders qualifying technically are only eligible for opening of envelope no.2. Commercial bid (Envelope No.2) will be opened in the presence of bidder or their authorized representative present at a date which will be notified later. This bid opening date will be displayed on website.
9. Tender for each item is to be submitted separately. **Rates MUST be quoted in Indian currency (Rupee) only, as the comparison will be done on the basis of INR prices only.** No assumptions are to be made regarding concession certificates like customs duty exemption etc. All inclusive prices in INR must be written on priced tender form in envelope 2. However, to pass on the benefit of concession in customs duty to educational institutes, the purchaser may, at his discretion, issue the PO in foreign currency to the lowest eligible bidder whose bid is technically valid and has been found lowest in INR prices.
10. Successful Bidder will be informed about the intention of award of contract (Acceptance of Tender) by sending an Advance letter of Acceptance (A/L). On acceptance of Terms and conditions of A/L

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and submission of security deposit, Purchase Order (Acceptance of Tender) will be released. Before accepting the Purchase order, the bidder should ensure the purchaser in writing that the execution of purchase orders will be carried out in time.

11. In his/ her acceptance letter of the specified tender only, the bidder shall give,
- Probable dates of sample item inspection and Pre dispatch Inspection,
 - The delivery schedule,
 - Dates of installation

so that the institute can plan accordingly. Any change in the scheduled dates will be communicated at least 20 days in advance to the consignee in writing. Purchase order will not be issued to the bidder without the security deposit and the acceptance letter containing the above schedule.

20. Stores should be delivered to the consignee on working days during office hours only.

Stores will **not** be accepted by the consignee after the due date of delivery without written sanction of the purchasing authority. The bidder must request to the purchase authority in advance for grant of delay in supply of stores mentioning the reasons for delay. Purchaser's decision will be final in deciding grant of delay in supply of stores. The grant of delay will not be given beyond the stipulated 04 weeks period. **Non supply of stores in the granted delivery schedule will automatically lead to declaration of bidder as defaulter and the bidder will not be allowed to participate in any further bidding process of the department.**

The bidder shall submit the Tender and documents in TWO separate sealed Envelopes as follows: -

(A) Envelope No.1: Technical Bid (to be corrected by agent)

PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

(A) Envelope No.1: Technical Bid

Technical Envelope shall contain following documents (in the form of PDF files / Scanned images). These documents need to be digitally signed by individual contractor's digital signature and uploaded during **online bid preparation stage**. Original copies shall be kept ready at the time of opening of the tender.

1. **Covering Letter for Enclosure:** A covering letter stating the list of enclosures should be attached in the offer along with the checklist. Complete Address, contact details, email address, website address etc must be there on the letter head for easy and fast communication.
2. **Payment of the Tender Form :** Copy of proof of payment for the purchased Tender Documents.
3. **Earnest Money Deposit:**

Copy of document showing Proof of EMD paid

4. **Photocopy of Prescribed Tender form** purchased downloaded from web site duly signed and stamped on first & last page by the bidder should be submitted . "DO NOT WRITE THE PRICE ON IT".
5. **Copy of PAN card** should be submitted.
6. **Sales Tax / VAT Registration & Clearance Certificate**

Self attested copies of VAT registration certificate or TIN allotment and Sales Tax / VAT clearance certificate [STCC or VAT CC] either from State or Central Govt. (as the case may be) showing tax paid up and no dues upto 31st **March 2017**. must be attached.

If it is not possible to submit STCC/ VAT Clearance Certificate along with tender, proof of application made for obtaining STCC/VAT CC to be submitted along with tender. But STCC/VAT CC MUST be submitted before opening of commercial bids ,otherwise tender will be rejected.

Merely ST/CST/VAT registration certificates or bank challan copies etc are not sufficient and will not be accepted. **Respective clearance certificate is necessary**. (For example , in case of dealers in Maharashtra form no 415 is essential. But prescribed clearance format may vary from state to state. In any case , certificate from competent tax authorities certifying that no dues are pending against the dealer is a MUST.)

7. Income Tax Returns/ Balance Sheet

Self attested copies of Income Tax Returns of the firm for last three consecutive years or Balance sheets of last three consecutive years duly certified by a chartered accountant required as a proof to establish the financial capacity of the supplier/ manufacturer.

8. Manufacturer / Dealership License

The bidder should be a manufacture / dealership of the item mentioned in the tender form and he is required to produce a certificate from competent authorities stating that he is permitted to manufacture / dealership the items mentioned in the tender form or item of similar kind.

The bidder must also produce documentary evidence that he has supplied the items of similar kind in the past to various other organizations.

This office reserves the right to ask for any further documentary evidence to establish genuineness of manufacturer.

9. No Deviation Statement:- (Please see FORMAT 1)

The no deviation statement must have mention of the make & model of the item quoted by the bidder against the tender, specification of the equipment tendered, specification of the equipment offered and deviations in specifications if any.

Bidder must detail the proforma in format 1 and **mere certifying that 'There is no deviation between tender specifications and specifications quoted by the bidder' is not acceptable and such bids are likely to be rejected.**

10. List of Users for past experience: (Please see FORMAT 2)

Self attested List of users Govt. Department for verifying the quality of the equipment being supplied and after sales service rendered by the manufacturer . This list must contain **at least two users** along with the name of contact person and his contact details (postal address, email and contact number) and the items and year of purchase of that item by that department.

11. Undertaking of inspection and delivery (Please see FORMAT 3)

Original Undertaking of delivery within stipulated weeks is to be submitted.

12. Declaration by the bidder (Risk purchase clause, Fall Clause, penalty clause) : (Please see FORMAT 4)

Copy of Declaration duly signed by bidder regarding acceptance of all tender conditions and also penalty clause, Risk purchase clause, fall clause. These clauses are displayed on website of this office under Tender Purchase section.

13. Scanned copy of technical specifications of the items offered along with the supporting literature, brochures, names of the supplier / manufacturer, standard warranty period as offered by OEM and commercial terms, etc.

14. Only OEMs or authorized dealers/channel partners of OEMs can participate in the tender. The bidder has to upload scanned copy of a certificate of their authorized dealership/channel partnership issued from the OEM

(B) Envelope No.2: (Commercial Bid)

All financial offers must be prepared and submitted online (An online form will be provided, during online bid preparation stage) and signed using individual's digital certificate.

He should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

1. The rate should be quoted only for the items specified in the list of requirement and should be for items of given specification / Mark /Model/ Manufacture and be as follows: -
 - a. Free delivery and installation at destination.
 - b. Whenever the inspection is at the factory or at the site then the TA/DA of the inspectors will have to be borne by the supplier.
 - c. Inspection charges if any are to be borne by the supplier. The supplier shall arrange all the materials/facilities required for the inspection.

The rates should be quoted INCLUSIVE OF ALL TAXES AND CHARGES. No extra charge in any form will be born by the consignee.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.

(C) Online Bid Submission

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

(D) Opening of Tender: -

The tenders will be opened online as per e-Tendering procedure on the date specified in the tender notice. The supplier/their authorized representative can attend the tender opening.

TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded. Decision of the tender opening authority shall be final in this regard.

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only,

The financial bids shall not be opened till the completion of evaluation of technical bids. Commercial Bids of only technically qualified Bidders as mentioned above will be opened.

G. FALL CLAUSE, PENALTY CLAUSE AND RISK PURCHASE CLAUSE

Fall Clause : It is a condition of the contract that the price at which the Contractor will supply the stores should not exceed the lowest price charged by the Contractor to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices the Contractor shall promptly furnish such information to the Principal Govt. College of Engineering Aurangabad and the concerned Purchasing Officer to enable him to amend the contract rates for subsequent supplies.

Penalty Clause : Failure and termination of contract:- should you fail to deliver the stores or any part thereof within the period prescribed for delivery the purchasing Officer, Principal Govt. College of Engineering Aurangabad shall be entitled in his opinion to take any one or more of the following steps:-

To recover from you as liquidated damages a sum equivalent to ½ per cent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such store may be delayed subject to a maximum limit in the case of an order not exceeding rupees one lakh in value of 10 per cent & in the case of an order exceeding Rs. 1 lakh in value of 5 per cent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the consignee from the bill of the firm.

Risk Purchase Clause:

If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the purchasing officer is entitled to cancel the contract and to repurchase the stores of the same specifications to the extent of the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the purchasing officer may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement, is made, in case of default to deliver the stores within the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract of such period. In case any amount is outstanding to be paid to the defaulting contractor such amount should be withheld in the interest of Government.

To be printed on letter head of the company

FORMAT 1

No.

Date :-

No Deviation Statement

To
The Principal
Government College of Engineering,
Aurangabad
Maharashtra State

Dear sir,

We submit herewith a no deviation statement giving comparison of our technical offer and the specifications of the items mentioned in the tender no. 02/GECA /DTE/ STATE/ ET- 02/ 2018-2019 due on _____

Name of Manufacturer :-

Make & Model quoted :-

Specification of item stated in Tender Enquiry <u>step by step</u>	Specification of item offered by Bidder <u>step by step</u>	Whether there is any deviation from the tender specification Yes / No	If yes, indicate clearly the deviations and ur justification for deviation
1	2	3	4

Signature of Bidder with Seal

To be printed on the letter head of the firm)

FORMAT 2

No.

Date :-

LIST OF USERS

List of users for verifying the quality of the Antivirus Software being supplied and after sales service rendered by the manufacturer .

Name of Item :-

Model No.

Sr. No	Name and Address of the user	Contact person	Contact no, mobile no and e mail address of the contact person	Purchase order no with date	Quantity purchased	Any complaints/ queries court matter etc in this regard?

Signature
of Manufacturer/Bidder with a Seal

(To be printed on the letter head of the Manufacturer)

FORMAT 3

No.

Date :-

UNDERTAKING FOR INSPECTION AND DELIVERY

We _____, the OEMs or Authorized Dealers/ Channel Partner of _____ (name of item) do undertake that we will permit your inspectors/representatives for inspection of goods as below.

1. Post delivery inspection of the order

Further we undertake to deliver the material mentioned in the tender No 02/GECA /DTE/ STATE/ ET-02/ 2018-2019, due on _____ within the stipulated delivery period mentioned in the tender form.

For and on behalf of _____

Seal of the manufacturer

(To be printed on the letter head of the firm)

FORMAT 4

No.

Date :-

DECLARATION

To

The Principal

Government College of Engineering,

Aurangabad

Maharashtra State

I, the undersigned for and behalf of M/S _____ hereby accept and agree with the Fall clause, penalty clause and Risk purchase clause for the tender No 02/GECA /DTE/ STATE/ ET- 02/ 2018-2019, due on _____ as published in the Manual of the office procedure for purchase of stores by the Government departments of the Government of Maharashtra. I also agree with all the terms and conditions stated in the tender document.

For and on behalf of _____

Seal of the Bidder

(To be printed on the Letter head of the firm)

Commercial Bid Format (C1)

Item No.	Description of the Items	Quantity	Price Bids with 3 years onsite warranty in Rs.	Taxes (If any) In Rs.	Total Amount Including all Taxes in Rs.
01	Purchase of Enterprise Antivirus Software Validity of 3 years	650 Users			

L1 shall be evaluated Item-wise on total amount inclusive of taxes as mentioned in the Financial Bid Format.