

FINAL RFP for Supply, Installation & Maintenance of Desktops, Printers, Scanners, MS Office and Digital Podium

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Registrar, Centre for Management Studies, HCM-RIPA, JLN Marg, Jaipur (Rajasthan)
Last Date & Time of Submission of Bid	10 May 2021 upto 12pm
Date & Time of Opening of Technical Bid	10 May 2021 - 3pm
Bid Value	Approximately, One Crore Five Lac only

HCM-RIPA, JLN Marg, Jaipur (Rajasthan)

Phone: 0141-2706556, Fax: 0141-2705420

Web: <http://hcmripa.gov.in>

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

Bid No: F15(1)CMS/2019-20/16-18

Dated: 07-04-2021

Name & Address of the Procuring Entity	Name: Registrar, Centre for Management Studies, HCM-RIPA Address: JLN Marg, Jaipur (Rajasthan)
Name of the Project Officer In- charge (POIC)	Name: Sh. Kamlesh Kumar Sharma Designation: ACP (Dy. Dir.)
Subject Matter of Procurement	Supply, Installation & Maintenance of Desktops, Printers, Scanner, MS Office Software and Digital Podium for HCM-RIPA Jaipur and Regional Training Centres at Jodhpur, Bikaner, Udaipur and Kota
Bid Procedure	Single-stage Bidding: Two part (envelop) Open Competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest commercially evaluated, technically responsive bid for each package or combined shall be awarded the contract
Websites for downloading Bidding, Document, Corrigendum's, Addendums etc.	http://sppp.rajasthan.gov.in , http://eproc.rajasthan.gov.in , http://hcmripa.gov.in
Fees	Fees in the favour of "Director General, CMS, HCM-RIPA" payable at Jaipur (Rajasthan) <ul style="list-style-type: none">• Bidding document fee: Rs. 400/- (Rupees Four Hundred only) in Prescribed format in favor of Director, CMS.• Bid Security: in the form of prescribed form.• Declaration form on Non Judicial Stamp Paper of Rs 100/- Processing Fee: Rs. 1,000/- (Rupees One Thousand only) in form of Cash Challan/ Demand Draft/ BG in the favor of The Managing Director, RISL payable at Jaipur (Rajasthan)
Estimated Tender Value	INR One Crore Five Lakhs only
Start date of availability of Bidding Document	<ul style="list-style-type: none">• From 07.04.2021 to 10.05.2021
Date/ Time/ Place of Pre-Bid Meeting	<ul style="list-style-type: none">• Date/ Time: 12.04.2021 at 3:30 PM• Place: Room No 114, Nehru Bhawan HCM RIPA, JLN Marg, Jaipur
Date & time of submission of pre- bid queries responses and upload of Final RFP	<ul style="list-style-type: none">• Date/Time: 19.04.2021 at 5:00 PM
Date & time of submission of bid	<ul style="list-style-type: none">• From 07.04.2021 to 10.05.2021, 12:00 PM
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none">• Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in)
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security and Processing Fee	<ul style="list-style-type: none">• To be submitted by-hand before the end date/time of the bid submission at Room No. 111, Nehru Bhawan, HCM RIPA, JLN Marg, Jaipur
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none">• Date/ Time: 10.05.2021 3.00 PM• Place: Place: Room No 114, Nehru Bhawan HCM RIPA, JLN Marg, Jaipur
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
Delivery, Installation and Training Period	60 days from date of placing the order and as per Condition No 24 of Special Condition

Note:

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees and RISL Processing Fees should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2. In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee

and RISL Processing Fee as per timelines mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee should be drawn in favor of "The Managing Director, RISL" payable at "Jaipur" from any Scheduled Commercial Bank.

3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in>.
4. Purchaser will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DOIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in

Address : e-Procurement Cell, DOIT&C, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules 2013 and Provisions of GF&AR thereto, the later shall prevail.

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Registrar, Centre for Management Studies, HCM-RIPA

2. QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008. Note: Consortium is not allowed.	Copy of valid Registration Certificates or Copy of Certificates of Incorporation
2.	Financial Turnover	Average Annual Audited Turnover during previous last three financial years (as per the last published audited balance sheets) should not be less than INR Five Crores.	Relevant CA Certificate with CA's Registration Number/ Seal
3.	Technical Capability	The bidder should have successfully completed at least two IT/ITeS work order of value of more than One Crore during last five financial years in India	Copies of work orders & its invoice / work completion certificate
4.	Tax registration and clearance	The bidder should have a registered number of i. GST Registration Certificate ii. Income Tax / PAN number.	Copy of relevant Certificates/ Documents
5.	Certifications	The bidder must possess at the time of bidding, following valid certifications: - • ISO 9001:2007 or latest	Copy of relevant Certificates/ Documents
6.	RTPP Mandatory Undertaking	Annexure A B C D & Annexure 4	

3. SCOPE OF WORK, DELIVERABLES & TIMELINES

1) Details of work (SoW)

The successful execution of the project requires the System Integrator (SI) to provide quality & timely services to HCM-RIPA, Jaipur and its Regional Centers i.e. Udaipur, Jodhpur, Bikaner and Kota. All the activities performed by the SI during different phases/ stages of the project shall be closely monitored by HCM-RIPA. The bidders are strongly advised to carefully read the Scope of Work and seek clarification wherever required.

The broad scope of work for the SI during the period of contract/ engagement would include the following two phases: -

- Supply & Installation of items at the HCM-RIPA, Jaipur & RTCs
- Maintenance & Support Services

The detailed scope of work during contract period shall include the following:-

A. Supply & Installation:-

- a) The Supply & Installation phase would commence from the Date of Work Order.
- b) There are 2 Packages as per the BoM, BoQ (Financial Bid Format). The bidding firm may Quote for any of the package or both the packages
 - i. Package 1 is Desktop PC, Laser Printer and Scanner and Microsoft Office 2019 or higher Academic Edition
 - ii. Package 2 Integrated Digital Podium with all requisite Equipment's and accessories.

Note : The L1 calculation of the bids shall be done Package wise.

- c) The successful bidder, hereinafter referred to as System Integrator (SI), during this phase, shall arrange for supply of all the ordered items at the HCM-RIPA, Jaipur and respective RTCs (Udaipur, Bikaner, Kota and Jodhpur) along with delivery challan as per details mentioned in “Annexure-1: Bill of Material” and “Annexure-2: Technical Specifications”. The supply, installation and training must be completed within 60 days from the date of purchase order of all the equipment’s.
- d) The hardware should be supplied with all the required installation material/ accessories (wherever required) for proper installation at respective site. The software supplied should include appropriate number of genuine OEM licenses (as applicable as per OEM licensing policy).
- e) HCM-RIPA/ RTCs, upon receipt of delivery of all the ordered items as per prescribed time schedule, may inspect all the supplied items during the respective delivery to validate them in compliance with the work order.
- f) The SI shall install and configure all the supplied hardware and licensed software on respective hardware, wherever applicable. Further the SI, wherever required & applicable, shall connect (if required for specific item) the supplied items to the existing network to make the item(s) functional/ operational including configuration of IP addresses and other requirements.
- g) Upon successful installation (wherever applicable) of all the supplied Hardware/ Software, the SI shall submit installation reports (in original) duly verified by the respective nodal officer/ end-user.
- h) HCM-RIPA upon receipt of all installation reports (wherever applicable) from the SI, shall validate the same as per work order/ bidding document for its compliance. SI shall assist HCM-RIPA during this process i.e. Acceptance Testing (AT) or Inspection of items (wherever required) by HCM-RIPA.
- i) All the supplied items (BoM) would be deemed to have been installed (wherever applicable for items) only after successful AT/Inspection by HCM-RIPA i.e. acceptance of installation reports by HCM-RIPA.

B. Maintenance & Support Service:-

From the “Date of installation/UAT” of project, the Support Service shall commence for a period as specified in relevant BoM / technical specifications for all hardware and software products. During this period, the SI/ OEM shall: -

- a) Provide comprehensive onsite maintenance services for the installed hardware and /or software at HCMRIPA/ RTCs. This involves comprehensive maintenance of all installed hardware & software covered under the warranty as per ‘Warranty’ clause including repairing, replacement of faulty parts, modules, sub-modules, assemblies, sub-assemblies, spares etc. with genuine OEM components to make the system functional/ operational as per SLA. The software supplied shall include all the patches, updates and upgrades for 3 years. The Warranty of the supplied goods shall be provided with 3 Years onsite comprehensive OEM warranty on all hardware including desktop, scanner, laser printers and all components of digital podium including accessories commencing from Date of Installation.

4. INSTRUCTION TO BIDDER (ITB)

1) Downloading of Bidding/ Tender Documents

- a) The bidding documents shall be available from the date of uploading Bid on SPPP portal, e-procurement portal and publication of NIB and shall be stopped as per NIB. The complete bidding document shall also be placed on the SPPP, e-Procurement portal, DIPR Portal and HCM-RIPA Website. The Bidder shall be permitted to download the bidding document from the websites.

2) Pre-bid Clarifications

- a) As per NIT
- b) Prospective bidder shall attend the pre-bid meeting after submission of Bid document fees as per NIT

3) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bid, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by bidder/authorized partner, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bid, extend such time limit in order to allow the bidder sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bid.
- d) Bidder/authorized partner, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally

allotted or such extended time as may be allowed for submission of Bid, when changes are made to the bidding document by the procuring entity; provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) **Period of Validity of Bid**

- a) Bid submitted by the bidder shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bid, the procuring entity, in exceptional circumstances, may request the bidder to extend the bid validity period for an additional specified period of time. The Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security, if applicable shall not be forfeited.

5) **Format and Signing of Bid**

- a) Bidder must submit their Bid online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission
2.	Bidding Document Fee/Tender Fee	Instrument/ Proof of submission
3.	Bidding Security	Copy of Affidavit in stamp paper as per Annexure 12
Eligibility Documents		
4.	Bidder's Authorization Certificate	As per Annexure-3 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Documents		
6.	Self-Declaration, Certificate of Conformity/ No Deviation and Declaration by Bidders	As per Annexure-4
7.	Manufacturer's Authorization Form (MAF)	As per Annexure-5
8.	Undertaking on Authenticity of Computer and Other Equipment's.	As per Annexure-6
9.	Components Offered + Technical specifications compliance sheet for all items only on OEM's letter-head	As per Annexure-7
10.	Eligibility criteria for bidders & Technical Bid/ Qualification Bid	As per Annexure-11
11.	Form for Bid Security Declaration	As per Annexure-12
12.	Financial bid shall include Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal Annexure – 8
13.	Form of Appeal	Annexure-13

- e) The Bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections

of the Bid submitted by the bidder/authorized partner.

6) **Cost & Language of Bidding**

- a) The bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) **Deadline for the submission of Bid**

- a) Bid shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bid would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective Bidder for preparation of Bid appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidder for preparation and submission of their Bid. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bid receiving and opening authority, the last date of submission or opening of Bid is a non-working day, the Bid shall be received or opened on the next working day.

8) **Withdrawal, Substitution, and Modification of Bid**

- a) If permitted on e-Procurement portal, a bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bid withdrawn shall not be opened and processed further.
- c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of Bid.

9) **Opening of Bid**

- a) The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidder or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidder or their representatives attending the opening of Bid and obtain their signatures on the same. The list shall also contain the representative's name, email address and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bid.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidder who have submitted the prescribed fee(s) to HCM-RIPA)
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bid to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. Other conditions, as specified in the bidding document are fulfilled.
 - e. Any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bid not accompanied with the proof of payment or instrument of the required processing fee.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidder who qualify in the evaluation of technical Bid.

10) **Selection Method:**

The L1 calculation of the bids shall be done Package wise and L1 bidder shall be decided Package wise only. The selection method is to select lowest financially evaluated and technically responsive bidder (defined in RFP).

To elaborate, bidder 1 may stand L1 in a package (say package 1) but may not be L1 for other package (package 2); in such case, bidder 1 shall be awarded contract only for package 1 and not for package 2.

11) **Clarification of Bid**

- a) To assist in the examination, evaluation, comparison and qualification of the Bid, the bid evaluation

committee may, at its discretion, ask Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the letter/ email with supported document or e-Procurement portal.

- b) Any clarification submitted by Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bid.
- d) No substantive change to qualification information or to a submission, including changes aimed at making unqualified bidder/authorized partner, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

12) Evaluation & Tabulation of Technical Bid

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of criteria as mentioned in the bidding document.
- b. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- c. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bid

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder.

c) Technical Evaluation Criteria: Bid shall be evaluated based on the compliance of the documents submitted in the technical bid.

d) Tabulation of Technical Bid

- a. If Technical Bid has been invited, they shall be tabulated by the bid evaluation committee to evaluate the qualification of the Bidder against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations regarding meeting of bidder in required qualification in evaluation of Technical Bid and sign it.
- e) The bidder/authorized partner, if qualified in the technical evaluation shall be informed in e-mail/ Telephonic call/ writing about the date, time and place of opening of the financial Bid.

13) Evaluation & Tabulation of Financial Bid: Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bid:-

- a) The financial Bid of the Bidder (if qualified in technical evaluation) shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidder or their representatives who choose to be present;
- b) The process of opening of the financial Bid shall be similar to that of technical Bid.
- c) the names of the bidder, the rates given and conditions put, if any, shall be read out and recorded;
- d) conditional Bid is liable to be rejected;
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.
- f) The L1 calculation shall be done Package wise. This means separate L1 calculation for Package 1 and Package 2 shall be done. Bidders are required to quote either of the package or for both Packages.
- g) The offers shall be evaluated and marked L1, L2, L3 etc Package wise. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- h) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

- 14) **Acceptance of the successful Bid and award of contract**
- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
 - b) Decision on Bid shall be taken within original validity period of Bid and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
 - c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
 - d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
 - e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidder in the bidding document for the subject matter of procurement.
 - f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder/authorized partner, in writing, that its Bid has been accepted.
 - g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder/authorized partner.
 - h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the LOI and letter of acceptance from the bidder shall constitute a binding contract.
 - i) After the contract, contract /agreement with the successful bidder is signed and its performance security is obtained.
 - j) Forfeiture of Bid Security
 - a. If successful Supplier/Bidder fails to execute the agreement within specified period.
 - b. If Supplier fails to deposit performance security within prescribed time limit.
 - c. Action taken against firm as per Affidavit clauses indicated in annexure 12 Supplier/Bidder.
- 15) **Information and publication of award:** Information of award of contract shall be communicated to Bidder and published on the respective website(s) as specified in NIB.
- 16) **Procuring entity's right to accept or reject Bid:** The Procuring entity reserves the right to accept or reject Bid, and to annul (cancel) the bidding process and reject Bid at any time prior to award of contract, without thereby incurring any liability to the bidder/authorized partner.
- 17) **Right to vary quantity**
- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
 - b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.
- 18) **Performance Security**
- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be **2.5%**, of the amount of supply/work order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder/authorized partner, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily as per the scope of tender document.
 - c. If the bidder breaches any provision of code of integrity, prescribed for bidder/authorized partner, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) The PSD shall be returned/ refunded after completion of the Contract period (including warranty period).

19) Execution of agreement

- a) A procurement contract shall come into force from the date on which Agreement is signed.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder/authorized partner, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.

20) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. At any time prior to the acceptance of the successful Bid; or
 - b. After the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any Bid or proposals after taking a decision to cancel the procurement and shall return such unopened Bid or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to bidder/authorized partner.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring

entity may cancel the procurement process.

- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder/authorized partner.

21) **Interference with Procurement Process:** A bidder/authorized partner, who: -

- a) withdraws from the procurement process after opening of financial bid;
- b) withdraws from the procurement process after being declared the successful bidder/authorized partner;
- c) fails to enter into procurement contract after being declared the successful bidder/authorized partner;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder/authorized partner, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

22) **Appeals**

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there-under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of bidder as successful in terms of “Award of Contract”, the appeal may be filed only by bidder who has participated in procurement proceedings;
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) above, or if the Bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective Bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Additional Director General, HCM-RIPA
- f) Second Appellate Authority: Director General, HCM-RIPA

23) **Stay of procurement proceedings:** While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

24) **Vexatious Appeals & Complaints:** Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

25) **Offences by Firms/ Companies**

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any Director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.
 - a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - b) Bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
 - c) If a procuring entity finds that bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
 - d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
 - e) The State Government or a procuring entity, as the case may be, shall not debar Bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

26) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder/authorized partner’s premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected Bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected Bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder/authorized partner’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

The procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidder should read these conditions carefully and comply strictly while sending their Bid.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder/authorized partner, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Supplier/ Successful or Selected bidder/authorized partner" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected Bidder .
- k) "The Site," where applicable, means the designated project place(s) named in the bidding document. Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by

the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium

Joint venture, consortium is not allowed to bid.

5) Eligible Goods and Related Services

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, , and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected Bidder must be with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/authorized partner. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India or nearby it having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India or nearby in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

6) Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by -
- a. Delivering it to the person personally; or
 - b. Leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. On a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

7) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.
- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected bidder shall arrange to supply the materials at HCM-RIPA, Jaipur and Regional Training Centre (RTC). The installation of the ordered materials/ system as per specifications within the specified delivery/ completion period is to be done by the selected bidder as per project execution plan given subsequent to PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance,

except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

- e) All title of the assets is to be transferred to HCM-RIPA or its nominated agencies on the day of the successful delivery/ installation whichever is earlier of the supplied items. All expenses occurred during transfer of title ship of assets shall be borne by the selected bidder/authorized partner.

8) Supplier's/ Selected Bidder/Authorized Partner's Responsibilities

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

9) Purchaser's Responsibilities

- a. Whenever the supply of goods and related services requires that the Supplier/ Selected bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected bidder/authorized partner, make its best effort to assist the Supplier/ Selected bidder in complying with such requirements in a timely and expeditious manner.
- b. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) Contract Price

- a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b. Prices charged by the Supplier/ Selected bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

11) Recoveries from Supplier/ Selected Bidder/Authorized partner

- a. Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b. Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c. In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

12) Taxes & Duties

- a. The TDS as applicable, shall be deducted at source/ paid by the purchaser as per prevailing rates.
- b. For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c. For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) Confidential Information

- a. The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c. The obligation of a party under sub-clauses above, however, shall not apply to information that:
 - i. The Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
 - ii. Now or hereafter enters the public domain through no fault of that party;
 - iii. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- d. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

14) Specifications and Standards

- a. All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b. Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

15) Packing and Documents

- a. The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

16) Insurance

- a. The goods will be delivered at the destination go down in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b. The goods will be delivered at the FOR destination in perfect condition.

17) Transportation

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

18) Inspection

- a. The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided. Inspection shall be made at supplier's/ selected bidder's go down at Jaipur (at supplier's/ selected bidder's cost).
- b. The supplier/ selected bidder shall furnish complete address of the premises of his factory, office,

go- down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

- c. As soon as the goods arrive at the designated place for supply, an inspection Committee constituted by HCM-RIPA shall inspect the material for its conformity with Technical specification mentioned.
- d. After successful inspection, it will be suppliers / selected bidder's responsibility to dispatch and install the equipment at respective locations (if required – Head Office/RTC) without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

19) Rejection

- a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b. If, however, due to exigencies of HCM-RIPA's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c. The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

20) Delivery period & Extent of Quantity – Repeat Orders

- a. The time specified for delivery shall be deemed to be the essence of the contract which is 60 days from placing of the order (including complete installation and training) and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- b. The selected bidder shall arrange supplies within the stipulated time period.
- c. If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

21) Freight

- a. All goods must be sent freight paid through Railways or goods transport.
- b. In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.

22) Payments

- a. Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F. & A.R all remittance charges will be borne by the bidder.
- b. In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- c. Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

23) Liquidated Damages (LD)

- a. In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ install/ complete:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- b. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c. The maximum amount of liquidated damages shall be 10% of the contract value.
- d. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

- 24) Bidders must make their own arrangements to obtain import license, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein,

his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

25) Settlement of Disputes:

All disputes pertaining to the Contract shall be decided as per the provision of Arbitration & Conciliation act, 1996. All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

26) Authenticity of Equipment

- a. The selected bidder shall certify (as per Annexure-6) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

27) Warranty

- a. The bidder must supply all items with comprehensive on-site OEM warranty valid for a period of 3 years, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b. At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c. The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d. If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e. During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

28) Patent Indemnity

- a. The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
 - i. The installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

- b. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c. If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d. The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e. The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

30) Force Majeure

- a. The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the HCM-RIPA in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by HCM-RIPA, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e. In case a Force Majeure situation occurs with the HCM-RIPA, the HCM-RIPA may take the case with the supplier/ selected bidder on similar lines.

31) Change Orders and Contract Amendments

- a. The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. The related services to be provided by the supplier/ selected bidder.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c. Prices to be charged by the supplier/ selected bidder for any related services that might be needed

but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

32) Termination

a. Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 1. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by HCM-RIPA; or
 2. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 3. If the supplier/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 4. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If HCM-RIPA terminates the contract in whole or in part, amount of PSD may be forfeited.

b. Termination for Insolvency

HCM-RIPA may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to HCM-RIPA.

c. Termination for Convenience

- i. HCM-RIPA, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) **Payment Terms and Schedule**

- a) Payment schedule - Payments to the bidder/authorized partner, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

S. No.	Project Activity/ Scope of Work	Deliverables (Reports/ Docs. / Infra.)	Time lines	Payable Amount
1.	Completion of Activities	i. Delivery Challan for ordered items. ii. Installation Report iii. OEM Warranty Certificates for Hardware & software items (wherever applicable) iv. Support Escalation Matrix v. BG* equal to 2.5% of the Work Order value. This BG shall be in addition to the PSD and shall be treated as PSD for SLAs.	T + 60 days	100 % of Total Work Order Value
2.	Completion of Contract Period	Satisfactory performance report signed by OIC/Nodal Officer	-	Return of BG as per rules

BG submitted against the due payment shall be treated as PSD and will be returned after completion of Project and due penalty adjusted (if any).

- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

2) **Service Level Standards/ Requirements/ Agreement**

- A. Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- B. The bidder shall submit reports on all the service levels to the Purchaser, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

S. No.	Measurement Parameter	Service Level	Penalty
1.	Time taken for resolving issue	Within 72 hours of lodging the complaint	No penalty
2.	Time taken for resolving issue	After 72 hours of lodging the complaint	INR 1000/- per device for every 24 hours after 72 hours

In case the supplier fails to rectify the defect(s) within 15 calendar days, it may be considered as breach of contract. Maximum applicable penalty shall be 10 % of the **order value**.

ANNEXURE-1: BILL OF MATERIAL (BoM)

Sl. No.	Item (as per Technical Specification provided in Annexure-2)	Quantity	MAF required (Y/N)
PACKAGE - 1			
1	Desktop Computers (to be supplied at Jaipur - 40 Udaipur - 10 Bikaner - 8 Kota - 20 Jodhpur - 7	85	Yes
2	Laser Printers - to be supplied at Jaipur - 35 Udaipur - 10 Bikaner - 5 Kota - 5 Jodhpur - 5	60	Yes
3	Flat Bed Scanners for Jaipur only	5	Yes
4	MS Office 365/ 2019 Academic Edition (Jaipur)	85	Yes
PACKAGE - 2			
5	Integrated Digital Podium including other Equipments and accessories as indicated at Sr. No 5 of Annexure 2 (Package 2) to be supplied at Jaipur - 2 (Projector - 3) Udaipur - 6 Kota - 5 Jodhpur - 5 Bikaner - 3	21	Yes

Note:

- The above mentioned quantities are tentative & the actual no. may vary as per the requirement. All the quoted H/w and S/w components must be supplied with 3 Years comprehensive OEM on-site warranty and services. The deployed manpower should be on bidder's payroll.
- **The bidding firms may quote either or both the Packages**
Package 1 is Desktop Computers, Laser Printer, Scanners and MS Office 2019 Academic Edition
Package 2 is Integrated Digital Podium.
The L1 calculation of the bids shall be done Package wise
If bidder quote **Rate for any one Package he must quote NIL/Not Quoted Rate** for other Package.
- The bidder may visit site and seek clarification, if any, before quoting bid.

Date: _____
Place: _____

Name of the Bidder:
Authorized Signatory :
Seal of the Organization:

ANNEXURE-2: TECHNICAL SPECIFICATIONS

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. Also, the bidder is required to submit the technical compliance statement for each item only on the respective OEM's letter-head. Compliance submitted by the bidder on his letter-head shall not be entertained.

1. Desktop Computer Specification

Processor	i5 10 th Generation / equivalent AMD with 6 core, with Minimum 3.00 GHz or higher speed (base frequency), 10 MB Cache or higher, Chipset - Intel Q Series for 10 th Generation / equivalent AMD
Operating System	Windows 10 Professional 64 bit preloaded with OEM Recovery Partition/ Recovery Media
Graphics	Integrated Graphics Card
Memory	8 GB DDR4 (2666 MHz or higher) Expandable up to 16 GB
Storage	Minimum 1 TB HDD SATA 7200 RPM
Ports	Minimum 6 USB ports of which minimum 2 USB 3.0, HDMI, Display Port, Stereo Speaker in built, Combo audio/microphone jack
Form Factor	Small Form Factor with 90% power efficiency or higher
Display	19.0" HD Plus (1600 x 900) or better, 16:9 WGA IPS technology, antiglare with built in Multimedia speakers, TCO Certified
Antivirus	Preloaded latest version Internet security of Quick Heal/ Trend Micro/ Symantec or equivalent for three years warranty
Certification	ROHS Compliance, BEE/ Energy Star Certified, EPEAT Registered
Key Board / Mouse	USB Keyboard & Two Button Optical Mouse, same make as Desktop
Network Interface	Integrated LAN 10/100/1000 Ethernet
Warranty	3 Year Onsite OEM Comprehensive Warranty from date of installation
Approved Make	HP/ DELL/ LENOVO

2. Laser Jet Printer specification

Printer Type	Monochrome Laser Printer
RAM Size	64 MB or higher, 400 MHz
Max Print Resolution Monochrome	up to 1200 x 1200
Print Speed Monochrome	20 pages per minute or more
Ink Colour	Black
Printing Technology	Laser
Printer Media Size Maximum	A4, Letter, A5, A5 (Long Edge), A6, Executive, Legal
Input Sheet Capacity	150 pages or more
Cartridge Type	Composite
Included Components	Power Cable, USB Cable and Installation CD
Connector Type	USB
Monthly Duty Cycle	5000 pages or More
Warranty	3 Year Onsite OEM Comprehensive Warranty from date of installation
Approved Make	HP/ Canon/ Brother

3. Scanner specification

Item	Technical Specification
Type	Flat Bed
Scanner Element	Colour Contact Image Sensor (CIS), 3-Colour (RGB) LED
Scan Resolution, optical	4800 dpi optical resolution
Scan file format	.pdf, .jpeg etc.

Media size supported	A4, Letter
Compatible operating systems	Windows 7 or higher
Software Media	Driver & Utility Software with OCR
Connectivity standard	USB
Warranty	3 Year Onsite OEM Comprehensive Warranty from date of installation
Approved Make	HP/ Canon/Epson

4. Microsoft Office Professional License Academic Version (Office 2019 or latest)

5. Integrated Digital Podium (including supply, installation and Commissioning of entire solution including all cables/ accessories)

S. NO.	Specifications
1	<p>Motorized 120” (for all class rooms) and 150” (only pull back) Inch Projector Screen:- Universal mounting brackets for easy installation anywhere, Diagonal Size: 120” (Motorized one for each class room) and 150” (only pull back for auditorium - 2 No.), Aspect Ratio 16:9, Smooth operation, Matt white projection screen surface, 220V power supply in case of motorized screen</p> <p>Approved Make: Draper, Da-Lite, Milan</p>
2	<p>Projector:- Please quote for both 3300 ANSI (for class rooms) and 3800 ANSI Lumens (for Auditorium) Brightness: 3300 ANSI (for class room) and 3800 ANSI Lumens (for Auditorium) or better, Center-to-corner uniformity: 80% or better Color Light Output and White Light Output should be equal, Lens: Manual zoom (1.6x), Manual focus, Contrast ratio: 15,000:1 or better, Lamp Life – Minimum - Normal 6000, Eco Mode 10000 or higher, Resolution: 1024 x 768 XGA or better, Terminals: HDMI x1, COMPUTER 1 IN, MONITOR OUT, USB A 2.0 x1, USB B x1, Audio In, Built-in speaker: 2 W or better Cabinet materials: Molded plastic, to be supplied with ceiling mount kit and requisite cables</p> <p>Approved Makes : Epson, Benq, Dell, Panasonic</p>
3	<p>Wireless Handheld Microphone Set</p> <p>Receiver: High quality UHF band frequency duet Wireless Microphone System Receiver: Dual Channel Non-Diversity, Frequency response: 50hz-16khz Output: Individual Channel: XLR Mix out: ¼" Jack, Receiver: 240V AC 50Hz for AC adapter supplied with set, Backlit Dual LCD displays , channel, frequency, RF level, antenna selection, AF level, battery level indicator, interference warning indicator, and panel lock indicator or better</p> <p>Handheld Transmitter Polar pattern: cardioid, Power: 2x1.5V ,AA, Bandwidth 24MHz or better, Infra Red Based or better</p> <p>Approved Makes : Mipro , Sennheiser, Shure, Bose</p>
4	<p>Wireless Lapel Microphone</p> <p>Receiver: Receiver :- Channel : Single or better, Receiving Mode : Diversity or better Frequency Range : UHF 480~934MHz or better, Antenna : Rear Panel. Detachable. Preset Channels : 112 Preset Channels or better, Backlit LCD displays group, channel, frequency, RF level, antenna selection, AF level Battery level indicator, interference warning indicator, and panel lock indicator or better Body Pack Transmitter:- Miniature, compact design. Housing : Rugged Plastic or better, Frequency Range : UHF 480~934MHz or better Bandwidth : 24MHz or better, Oscillation Mode : PLL Synthesized or better RF Output Power : 10mW / 50mW or better, Spurious Emissions : <-55dBc or better</p> <p>Approved Makes : Mipro , Sennheiser , Shure, Bose</p>
5	<p>Speakers (Audio System)</p>

	<p>2x40 Watt Wall Mount Speakers for class rooms and 4 x 40 Watt Wall Mount Speaker for Auditorium or better, Frequency Range : 120 Hz – 20 kHz or better Sensitivity : 93dB or better, Nominal Impedance : 8 Ohms or better, Program Power: 80W or better, Power taps at 70V: 1.25, 2.5, 5, 10W or better, Power taps at 100V: 2.5, 5, 10, 20W or better, Should be supplied with wall mount brackets and requisite accessories with complete installation</p> <p>Approved Makes : Sonodyne , Bose, JBL</p>
6	<p>Mixer Amplifier 160W, Power Output : 200W Max., 160W RMS at 10% THD 150W RMS at 5% THD, 160W RMS at 1% THD, Outputs Speakers : min 4 Ω, 6 Ω, 70V, 100V: Line Out - 1V/600 Ω; Pre Out 1V/600 Ω, Input 1–4; Mic 1.5 mV/1.5kΩ switchable to Line 300mV/14kΩ; XLR, balanced, Aux: 300mV/50kΩ; RCA, unbalanced, Frequency range: 50Hz – 16KHz, ±3dB, S/N ratio: > 92dB Rack Mountable Chassis to be placed in Podium, Minimum</p> <p>Approved Makes : Australian Monitor, Bose, Crown, Shure</p>
7	<p>Podium Frame with Integrated 21.5" Interactive Panel, Gooseneck Mike, Controller, distribution switcher, Document Camera, Web Camera with I5 10th Generation, Windows 10 Professional Podium Frame with Integrated 21.5" Interactive Panel, Controller, distribution switcher, Document Camera with I5 Windows 10 as per specification given, Digital Podium in Metallic Frame and Wooden Top with Lockable wheel, Drawer for accessories to keep Wireless Microphones, etc; Compatibility to install 22" Interactive Panel with motorized tilting, Built in gooseneck Microphone, Top Connectivity Panel with VGA+ Audio, HDMI IN , 2 x USB, Power Switch ON/OFF, 3 Pin Socket for charging external Laptop charging, Switching among PC, Laptop and Document Camera, RJ45, built-in 4 x 2 HDMI Matrix Switcher with audio de-embedder with cables. Interactive Panel Type : 21.5" IPS LCD , Display Ratio: 16:9, Resolution: 1920 x 1080 Pixel Brightness: 200cd/m², Contrast Ratio: 1000:1, Color: 16.7M Colors, Response Time : 14ms, Viewing Angle: Horizontal 178°, Vertical 178°, Surface Treatment: Tempered Glass, Touch Technology: Electromagnetic Touch Digitizer Battery less Pen with back side eraser. Resolution: 3000ppi Pressure (Full Level): 2048 Level or better. Full HD Web Camera- 3MP or better with inbuilt mike, adjustable and Night Vision and wider angle view with 10X digital zoom or better, Stand Document Camera: 3 MP Image Sensor, Resolution: 2048x1536, Scan Size: A4, CMOS Sensor, LED Light, Document Format: PDF, WORD, TXT, Image Format: JPG / TIF / PDF / BMP / TGA / PCX / PNG / RAS, Video format: AVI / WMV, OCR. Desktop for Podium i5 10th Generation / equivalent AMD with 6 core, with Minimum 3.00 GHz or higher speed (base frequency), 10 MB Cache or higher, Chipset - Intel Q Series for 10th Generation / equivalent AMD, Windows 10 Professional 64 bit preloaded with OEM Recovery Partition/ Recovery Media, Integrated Graphics Card, 8 GB DDR4 (2666 MHz or higher) Expandable up to 16 GB, Minimum 1 TB HDD SATA 7200 RPM, Minimum 6 USB ports of which minimum 2 USB 3.0, HDMI, Display Port, Stereo Speaker in built, Combo audio/microphone jack, Small Form Factor with 90% power efficiency or higher, ROHS Compliance, BEE/ Energy Star Certified, EPEAT Registered, USB Keyboard & Two Button Optical Mouse, same make as Desktop Integrated LAN 10/100/1000 Ethernet, Preloaded latest version Internet security of Quick Heal/ Trend Micro/ Symantec or equivalent for three years warranty Controller to control all the AV equipments installed in the room/ auditorium</p> <p>Approved Makes:- Uni, AHA, Temas, EAPL,</p>
8	<p>All Necessary accessories such as cables, switcher/ switcher etc to be included as required for complete installation for functionality e.g. HDMI, VGA, Audio, Power, etc.</p>
9	<p>Warranty – Comprehensive OEM onsite warranty with all accessories for three years.</p>

Note: The bidder may visit site and seek clarification, if any, before quoting bid.

ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
Director General
HCM RIPA,
Jaipur

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ Dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Authorized
Signatory: -
Seal of the
Organization: -
Date: _____ Place: _____

Verified Signature:

ANNEXURE-4: SELF-DECLARATION {to signed by selected bidder}

To,
Director General,
HCM RIPA,
JLN Marg, Jaipur

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

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

Also, this is to certify that, the specifications of goods which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum technical specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations and assumptions.

I/ We also certify that the price I/ we have quoted is inclusive of all the taxes to meet the desired Standards set out in the bidding Document.

I/ We also declare that I am/we are bonafide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorized dealer/ dealers/ sole selling/ Marketing agent in the goods/ stores/ equipment for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

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

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date: _____
Place: _____

ANNEXURE-5: MANUFACTURER'S AUTHORIZATION FORM (MAF)

To be filled by the OEM (indicative format)

To,
{Procuring Entity},

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Reference: NIB/ RFP Ref. No. _____ dated

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s

_____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide OEM Warranty & support for the offered Hardware/ Software, as mentioned above, for 3 Years.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 6 months from the last date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 5 years from the last date of bid submission.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE-6: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS
{To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,
{Procuring Entity},

_____.

Reference: NIB No. : _____ Dated: _____

This has reference to the items being supplied/quoted to you vide bid ref. no. _____ Dated

_____.

We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory Name:

Designation:

ANNEXURE-7: COMPONENTS OFFERED – BOM {to be filled by the bidder}

Please fill the following BOM for all the offered/ proposed components (add rows to the table below as per requirement).

S.No.	Product Details (Only one make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1.			
2.			
3.			
4.			
5.			

** Please attach Technical specifications compliance sheet (on OEM letter head only) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2: Technical Specifications)

ANNEXURE -8: FINANCIAL BID FORMAT

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

S. No.	Name of Item	Qty	Unit Price Excluding GST (In Rs.)	Applicable GST (in Rs.)	Unit Price (In Rs.)(Inclusive of GST)	Total Amount (In Rs.)
1	2	3	4	5	6 =(4+5)	7= 3x6
PACKAGE – 1 (Must submit MAF for all the items)						
1.	Desktop Computers (to be supplied at Jaipur, Udaipur, Bikaner, Kota and Jodhpur)	85				
2.	Laser Printers (to be supplied at Jaipur, Udaipur, Bikaner, Kota and Jodhpur)	60				
3.	Flat Bed Scanners for Jaipur only	5				
4.	MS Office 2019 Academic Edition	85				
Total Amount (In Figures) for Package - 1:						
Total Amount (In Words) for Package - 1:						
PACKAGE – 2 (Must submit MAF for the item)						
1.	Digital Podium with all necessary items such as Amplifier, Mic (Gooseneck, Lapel and Hand held), Web Camera, Interactive Panel, Controller, Splitter, Cables, Document Camera etc) to be supplied at Jaipur, Udaipur, Bikaner, Kota and Jodhpur)	21				
2.	3300 Lumens Projector with ceiling Mount	20				
3.	3800 Lumens Projector with ceiling Mount	2				
4.	Pull Back Screen (150" with brackets) for Auditorium with cables	2				
5.	Motorized Screen 120" with brackets and cables	20				
6.	Desk Top Computers	21				
7.	Cables and Other Accessories - As Required (in case price included at Sr.No. 1, please do not indicate price)	1				
8.	Mixer Amplifier	21				
9.	Wall Speakers (2 each for class room, 4 Auditorium) with Wall Mount	44				
Total Amount (In Figures) for Package - 2:						
Total Amount (In Words) for Package - 2:						

Note:

- The above mentioned quantities are tentative & the actual no. may vary as per the requirement. All the quoted H/w and S/w components must be supplied with 3 Years comprehensive OEM on-site warranty and services. The deployed manpower should be on bidder's payroll.
- The prices offered by the bidder for various items of the package will be evaluated separately, i.e. for package 1 or package 2. The L1 calculation of the bids shall be done Package wise and L1 bidder shall be decided Package wise only. Thus, bidding firms may quote for any one of the package or all the packages. **If bidder quotes for any one package he must quote rate for second Package as "0.00" which will be treated as "Not Quoted".**

Package 1: Desktop Computers, Laser Printer, Scanners and MS Office 2019 Academic Edition**Package 2:** Integrated Digital Podium (Smart Class Rooms)

ANNEXURE-9: BANK GUARANTEE FORMAT PERFORMANCE SECURITY (PBG)

BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Director General,
HCM-RIPA,
JLN Marg
Jaipur-302017 (Raj).
Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <Please specify> M/s. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by HCM-RIPA, Jaipur, Rajasthan (hereinafter referred to as “HCM-RIPA”) by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> To the HCM-RIPA as earnest money deposit.

2. Now, therefore, we the..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the HCM-RIPA of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the HCM-RIPA shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the HCM-RIPA on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the HCM-RIPA that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the HCM-RIPA shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the HCM-RIPA and it is further declared that it shall not be necessary for the HCM-RIPA to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the HCM-RIPA may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be

deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the HCM-RIPA to recover the said amount of <Rs. _____> (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____> (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)
Place (Printed Name)
(Designation)
(Bank's common seal)

In presence of:
WTTNESS (with full name, designation, address & official seal, if
any) (1)
(2)

Bank Details
Name & address of Bank:
Name of contact person of Bank:
Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. A Nationalized Bank / Scheduled Commercial Bank should execute the Bank Guarantee only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by HCM-RIPA
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

ANNEXURE-10: DRAFT AGREEMENT FORMAT {to be mutually signed by Bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, by and between HCM-RIPA, Jaipur having its head office at JLN Marg, Jaipur-302017, Rajasthan (herein after referred to as Purchaser/ HCM-RIPA) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at

_____ (Herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No.

_____ Dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ Dated _____

And whereas

The supplier has deposited a sum of Rs. _____ /- (Rupees _____) in the form of

_____ Ref no. _____ Dated _____ of _____ Bank and valid

Up to _____ as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ Issued by HCM-RIPA along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by HCM-RIPA to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The HCM-RIPA do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the HCM-RIPA will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services shall be effected from the date of work order i.e. _____ And completed by supplier within the period as specified in the RFP document.
5. This agreement is being executed on behalf of HCM RIPA Government of Rajasthan) to procure defined goods and services, HCM-RIPA is merely acting as a Pure Agent who neither intends to hold or holds any title of goods and services being procured or provided. So all the goods and services are required to be delivered in the name of HCM RIPA along with invoice of supplied items, although payment will be made by HCM-RIPA on behalf of said department.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply and install: -

• Delay up to one fourth period of the prescribed delivery period, successful installation	2.5%
• Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation	5.0%
• Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation	7.5%
• Delay exceeding three fourth of the prescribed delivery period, successful installation	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

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

Signed By:	Signed By:
Designation: Company:	Authorized Signatory HCM-RIPA
Witness 1. 2.	Witness 1. 2.

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place

Date

Appellant's Signature

Annexure 11: TECHNICAL QUALIFICATION CRITERIA

(Bidder is required to furnish the following information with document)

TECHNICAL BID

- (i) BID form for **Supply, Installation & Maintenance of Desktops, Printers, Scanners, MS Office and Digital Podium-Estimated Bid Value -01 Crore 5 Lakh Only**
- (ii) Information of the firm/Bidder.

1.	Name of the firm/Bidder	
2.	Postal address	
3.	Telephone Nos.	Residence:
		Office:
		Mobile:
4.	Fax Nos.	
5.	Email	
6.	Name of Contact Person	
	Telephone No.	
	Mobile No.	
7.		

- 1 In the name of Director General, CMS HCM RIPA, Jaipur (Bidding Authority).
- 2 NIT reference No. Bid No: F15(1)CMS/2019-20/16-18 Dated: 07-04-2021
- 3 The BID fee amounting to Rs. 400/- has been deposited vide cash receipt No..... Dated..... and processing fees of Rs. 1000/- deposited via Banker Cheque No..... Draft.....
- 4 Bidder is required to submit affidavit on Stamp of Rs. 100/- paper for bid security Declaration.
- 5 We agree to abide by all the conditions mentioned in the BID document issued by the Bidding authority and also to the further conditions of the said BID document given in the attached sheets (all the pages of which have been signed by us in acceptance of the terms & conditions mentioned therein). Digitally Signed form must be completed in all respect by bidder.
- 6 The successful Bidder is required to execute agreement with HCM RIPA, Jaipur on Stamp paper.
- 7 The income tax and PAN NO.
- 8 GST Registration No.
- 9 The rates quoted above are valid up to 90 days.
- 10 Firm's Registration No.- (Copy enclosed)
- 11 Minimum Average annual turnover 5 crore in the (last three year, 2017-2018, 2018-19 & 2019-20) CA certified Certificate should be enclosed
- 12 Certificate or copies of work experience should be enclosed. The bidder should have successfully completed at Least two IT/ITeS work order of Value more than one crore during last five financial years in India.

Authorized Signatory
Full Name and Designation
Stamp of the Firm.

Check List

S. No	Particulars	Enclosed yes/no	Details	Page No.	Remarks
1.	Copy of bid form fees				
2.	Copy of bid security (Declaration form – annexure 12)				
3.	Copy of Bid RSIL processing fees				
4.	Copy of GST Registration				
5.	PAN No. (Copy enclosed)				
6.	Copy of Turn over details, Min Average Turnover of the organization should be more than 5 Cr. for last three years (Financial Documents/ Certificate from CA Required) 2017-2018 2018-2019 2019-2020				
7.	Signed copy of bid document (Copy enclosed)				
8.	Copy of Certification for last five years relevant work experience of the firm (Similar work completed of value not less than Rs 1.0 Crores under Central/State Government Department/ Institutes or autonomous body (Similar Means Supply and Installation of Computers/ Printers/ Scanner and MS Office for Package 1 or Smart Class Rooms Solutions for Package 2)				
9.	Authorization certificate from OEM for Every Item is Must (Copy enclosed) annexure 7				
10.	Man Power (Copy enclosed)				
11.	ISO 9001-2007 Certification in Field of Solution bidding in the bid (Copy enclosed) (If applicable)				
12.	Local offices at Jaipur with provision of support at RTCs (operational since min 5 years), attach proof for the same Jaipur Location Proof (Copy enclosed) (If applicable)				
13.	Affidavit regarding not abandoned / black-listed for any AV work of Union Govt. / State Govt./PSU's etc. during last 5 years (as per Annexure 4)				
14.	Annexure A, B, C and D				
15.	Copy of Registration Certificate				
16.	Complete Bid Documents include annexure 5 & annexure 6				

Note : Please enter the applicable information in the details column.

Authorized Signatory
Full Name and Designation

Stamp of the Firm

**Annexure 12 : Form of Bid-Securing Declaration
(Affiliation Non Judicial Stamp Paper of RS 100)**

Date:

Bid No.:

Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

in addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) We are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) Thirty days after the expiration of our Bid.
- (iv) The cancellation of the procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:

Name:

In the capacity of:

Duly authorized to sign the bid for and on behalf of:

Dated on..... day of.....

Corporate Seal:

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all Partners of the Joint Venture that is submitting the bid.]



राजस्थान सरकार
वित्त (सामान्य वित्तीय एवं लेखा नियम) विभाग



क्रमांक : एक.2(1)वित्त/जीएम्डटी-एस्पीएफसी/2017 जयपुर, दिनांक : 23.12.2020

परिपत्र

वित्त विभाग की अधिसूचना क्रमांक एक. 2(1)वित्त/जीएम्डटी - एस्पीएफसी/2017 दिनांक 18.12.2020 द्वारा आरटीपीपी नियम, 2013 के नियम 42(2) में संशोधन करते हुए आमंत्रित की जाने वाली आगामी बोलीयों के संदर्भ में दिनांक 31.12.2021 तक बिड सिक्यूरिटी राशि प्राप्त नहीं करने एवं इसके स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का प्रावधान किया गया है।

चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प अधिनियम, 1988 की धारा 3 सपठित अनुसूची के अनुच्छेद 4 के अनुसार घोषणा पत्र (Declaration) पर 50/- रुपये स्टाम्प ड्यूटी देय है तथा इस स्टाम्प ड्यूटी की राशि पर निवमानुसार 30 प्रतिशत सरचार्ज देय है। अतः समस्त उपापन संस्थाओं को निर्दिष्ट किया जाता है कि बिड सिक्यूरिटी के संबंध में प्रस्तुत किए जाने वाले घोषणा पत्र (Declaration) पर उक्तानुसार राजस्थान राज्य में स्टाम्प ड्यूटी एवं सरचार्ज का भुगतान सुनिश्चित करावे।

संलग्न- उपरोक्तानुसार

(विनोद कुमार शर्मा)
संयुक्त शासन सचिव

प्रतिनिधि निम्नलिखित को सूचना एवं आवश्यक कार्रवाई हेतु प्रेषित है:-

1. सचिव, राजस्व/मुख्य सचिव, मुख्यमंत्री/विशेष सहायक सचिव मंत्रालय/राज्य मंत्रालय।
2. उपा सचिव, मुख्य सचिव/निजी सचिव, समस्त जिला, मुख्य सचिव/मुख्य सचिव/राज्य सचिव/विशेष शासन सचिव।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर।
4. सचिव, लोकसभा सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, जयपुर।
6. उपास्य, राजस्थान उच्च न्यायालय जयपुर/जयपुर।
7. प्रधान महालेखाकार अडिफ राजस्थान जयपुर।
8. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवता के समस्त अनुभाग/विभाग।
9. समस्त विधानाध्यक्ष/जिला कलेक्टर/संघीय आयुक्त।
10. उपास्य, राजस्थान विधि सेवा आयोग अधिकालय, जयपुर।
11. समस्त वित्तीय सहायक/मुख्य लेखाधिकारी।
12. समस्त कोषाधिकारी।
13. समस्त उपापन संस्थाएं।
14. एकेडी निर्देशक वित्त विभाग को भेजकर लेख हेतु परीक्ष के वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की उपस्था करावे।
15. सचिव पत्रवाही।

23/12/2020
संयुक्त शासन सचिव

FORM No. 1

(See rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in
Public Procurement Act, 2012**

Appeal No.....of..... before
the..... (First/Second Appellate
Authority)

1. Particulars of appellant:
 - i) Name of the appellant:
 - ii) Official address, if any:
 - iii) Residential address:
2. Name and address of the respondent(s):
 - (I)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal

.....
.....
.....
.....(Supported by an affidavit)

7. Prayer

8.
.....
.....

Place.....

Date.....

Appellant's Signature

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

A conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

निविदाकर्ता द्वारा पढकर समझा गया एवं सहमति दी गई

Annexure B: Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

In relation to my/our Bid submitted to For procurement of in response to their Notice Inviting Bids No..... Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Additional Director General HCM RIPA, Jaipur**

The designation and address of the Second Appellate Authority is **Director General HCM RIPA and Principal Secretary (Training)**

- (1) Filing an appeal
If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings;
Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - (a) Determination of need of procurement.
 - (b) Provisions limiting participation of Bidders in the Bid process.
 - (c) The decision of whether or not to enter into negotiations.
 - (d) Cancellation of a procurement process.
 - (e) Applicability of the provisions of confidentiality.
- (5) Form of Appeal
 - (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filing appeal
 - (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
 - (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall –
 - (i) hear all the parties to appeal present before him: and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- I. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- II. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and total shall be corrected; and
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid securing Declaration shall be executed.

2. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates” and conditions of the original order. However, the additional quantity shall not be more than 50% of the values of Goods of the original contract and shall be a within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, When it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity, considered that the subject matter of procurement to be procured is of critical and vital nature in such cases, the quantity may he divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.