Request for Proposal (RFP) For Supply of IT Hardware Equipment’s & Software in RSSOCA
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<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto</td>
</tr>
<tr>
<td>Authorised Signatory</td>
<td>The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.</td>
</tr>
<tr>
<td>Bid/ e-Bid</td>
<td>A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format</td>
</tr>
<tr>
<td>Bid Security</td>
<td>A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.</td>
</tr>
<tr>
<td>Bidder</td>
<td>Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity</td>
</tr>
<tr>
<td>Bidding Document</td>
<td>Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid</td>
</tr>
<tr>
<td>BC</td>
<td>Banker’s Cheque</td>
</tr>
<tr>
<td>BoM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>Competent Authority</td>
<td>An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Principal Secretary &amp; Commissioner, IT&amp;C, Govt. of Rajasthan in this bidding document.</td>
</tr>
<tr>
<td>Contract/ Procurement Contract</td>
<td>A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement</td>
</tr>
<tr>
<td>Contract/ Project Period</td>
<td>As mentioned in RFP scope of work.</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off The Shelf Software</td>
</tr>
<tr>
<td>Day</td>
<td>A calendar day as per GoR/ GoI.</td>
</tr>
<tr>
<td>DD</td>
<td>Demand Draft</td>
</tr>
<tr>
<td>eGRAS</td>
<td>Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). e-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: <a href="https://egras.raj.nic.in/">https://egras.raj.nic.in/</a></td>
</tr>
<tr>
<td>ETDC</td>
<td>Electronic Testing &amp; Development Center</td>
</tr>
<tr>
<td>FY</td>
<td>Financial Year</td>
</tr>
<tr>
<td>FOR/ FOB</td>
<td>Free on Board or Freight on Board</td>
</tr>
<tr>
<td>G2C</td>
<td>Government to Citizen</td>
</tr>
<tr>
<td>Goods</td>
<td>All articles, material, commodities, electricity, livestock, furniture,</td>
</tr>
</tbody>
</table>
fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>GST</td>
<td>Goods and Service Tax</td>
</tr>
<tr>
<td>GoI</td>
<td>Government of India</td>
</tr>
<tr>
<td>GoR</td>
<td>Government of Rajasthan</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>IFB</td>
<td>Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>ISI</td>
<td>Indian Standards Institution</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organisation for Standardisation</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>ITB</td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td>LD</td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td>LLP</td>
<td>Limited Liability Partnership</td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>NCB</td>
<td>A bidding process in which qualified bidders only from within India are allowed to participate</td>
</tr>
<tr>
<td>NeGP</td>
<td>National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.</td>
</tr>
<tr>
<td>NIB</td>
<td>Notice Inviting Bid</td>
</tr>
<tr>
<td>Notification</td>
<td>A notification published in the Official Gazette</td>
</tr>
<tr>
<td>O&amp;M</td>
<td>Operation &amp; Maintenance</td>
</tr>
<tr>
<td>OIC</td>
<td>Officer in Charge</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PC</td>
<td>Procurement/ Purchase Committee</td>
</tr>
<tr>
<td>PQ</td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td>Procurement Process</td>
<td>The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be</td>
</tr>
</tbody>
</table>
| Procurement/ Public Procurement | The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Site</td>
<td>Wherever applicable, means the designated place or places.</td>
</tr>
<tr>
<td>PSD/ SD</td>
<td>Performance Security Deposit/ Security Deposit</td>
</tr>
<tr>
<td>Purchaser/ Tendering Authority/ Procuring Entity</td>
<td>Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DoIT&amp;C, GoR in this RFP document.</td>
</tr>
<tr>
<td>RajSWAN/ RSWAN</td>
<td>Rajasthan State Wide Area Network</td>
</tr>
<tr>
<td>RSSOCA</td>
<td>Rajasthan State Seed &amp; Organic Production Certification Agency</td>
</tr>
<tr>
<td>RISL</td>
<td>RajCOMP Info Services Limited</td>
</tr>
<tr>
<td>RSDC</td>
<td>Rajasthan State Data Centre, New IT Building, Jaipur</td>
</tr>
<tr>
<td>RVAT</td>
<td>Rajasthan Value Added Tax</td>
</tr>
<tr>
<td>Services</td>
<td>Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity</td>
</tr>
<tr>
<td>SoW</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>SMS</td>
<td>Short Message Service</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</td>
</tr>
<tr>
<td>SSDG</td>
<td>State Services Delivery Gateway</td>
</tr>
<tr>
<td>State Government</td>
<td>Government of Rajasthan (GoR)</td>
</tr>
<tr>
<td>State Public Procurement Portal</td>
<td><a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>STQC</td>
<td>Standardisation Testing and Quality Certification, Govt. of India</td>
</tr>
<tr>
<td>Subject Matter of Procurement</td>
<td>Any item of procurement whether in the form of goods, services or works</td>
</tr>
<tr>
<td>TIN</td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td>TPA</td>
<td>Third Party Auditors</td>
</tr>
<tr>
<td>VAT/ CenVAT</td>
<td>Value Added Tax/ Central VAT</td>
</tr>
<tr>
<td>WO/ PO</td>
<td>Work Order/ Purchase Order</td>
</tr>
</tbody>
</table>
# Request for Proposal (RFP) for Supply of IT Equipment’s & Software in RSSOCA

**Reference No.: RSSOCA/IT/Proc/2018-19/9618-41**  
**Dated: 21.12.2018**

<table>
<thead>
<tr>
<th>Mode of Bid Submission</th>
<th>Online through e-Procurement/ e-Tendering system at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a></th>
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<tr>
<td><strong>Procuring Authority</strong></td>
<td>Director, RSSOCA, Third Floor, Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan)-302005</td>
</tr>
<tr>
<td><strong>Date &amp; Time of Bid Start</strong></td>
<td>21.12.2018, 03:00PM</td>
</tr>
<tr>
<td><strong>Last Date &amp; Time of Submission of Bid</strong></td>
<td>01.01.2019, 06:00PM</td>
</tr>
<tr>
<td><strong>Date &amp; Time of Opening of Technical Bid</strong></td>
<td>02.01.2019, 03:00PM</td>
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**Bidding Document Fee:** Rs. 1000 (Rupees One Thousand only)

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<th>Name of the Bidding Company/ Firm:</th>
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</thead>
<tbody>
<tr>
<td>Contact Person <em>(Authorized Bid Signatory)</em>:</td>
</tr>
<tr>
<td>Correspondence Address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mobile No.</th>
<th>Telephone &amp; Fax Nos.:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Website &amp; E-Mail:</th>
</tr>
</thead>
</table>

**RSSOCA**  
3\textsuperscript{rd} Floor, Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan), 302005  
Phone: 0141-2227104; Fax: 0141-2227456  
Website: agriculture.rajasthan.gov.in/RSSOPCA,  
Email: dir.RSSOPCA@rajasthan.gov.in
**INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)**

| Name & Address of the Procuring Entity | • Name: Director, Rajasthan State Seed & Organic Certification Agency  
  • Address: 3rd Floor, Pant Krishi Bhawan, Jan Path, Jaipur 302005 (Rajasthan) |
| Name & Address of the Project Officer In-charge (POIC) | • Name: Sh. Suresh Malav, Designation: Dy SCO, RSSOCA  
  • Address: Pant Krishi Bhawan, Jan Path, Jaipur (Rajasthan)  
  • E-mail: dir.rssopca@rajasthan.gov.in |
| Subject Matter of Procurement | Supply of IT Equipment’s & Software in RSSOCA. |
| Bid Evaluation Criteria (Selection Method) | Lowest item wise evaluated, Technically responsive bidder will be awarded item wise contract. |
  • Bidding document fee: Rs. 1000/- (Rupees One Thousand only) in Cash/Demand Draft/Banker Cheque in favour of "Director, RSSOCA" payable at “Jaipur". |
| Period of Sale of Bidding Document | • Start Date & Time: 21.12.2018, 03:00PM  
  • End Date & Time: 01.01.2019, 06:00PM |
| Estimated Procurement Cost | INR 29,00,000/- Only (Rupees Twenty Nine Lacs Only) |
| Bid Security : Mode of Payment, Date and time of submission | The bidder should furnish Demand Draft/B.C against Bid Security Deposit:-  
  • Amount (INR): Rupees 58,000.00  
  [Rupees 14,500.00 for S.S.I. of Rajasthan, 29,000.00 for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.]  
  **Mode of Payment:** Banker’s Cheque or Demand Draft in favour of "Director, RSSOCA" payable at “Jaipur” from any Scheduled Commercial Bank.  
  • Last date and time: 02.01.2019 at 12: 00 Noon  
  • Place: Room No. 338, 3rd Floor, Pant Krishi Bhawan, Janpath, Jaipur-302005 (Rajasthan) |
| Bid Document Fee | INR 1000/- (Consolidated for both the packages) in favour of Director, RSSOCA" payable at “Jaipur” from any Scheduled Commercial Bank.  
  Mode- Banker’s Cheque or Demand Draft |
| RISL Processing Fee | Amount (INR): INR 500/- in favour of “Managing Director, RajCOMP Info Services Ltd.” payable at “Jaipur” from any Scheduled Commercial Bank.  
  Mode- Banker’s Cheque or Demand Draft |
| Manner & Deadline for the submission of Bids | • Manner: Online at e-Procurement website ([http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in))  
  • Start Date & Time: 21.12.2018, 03:00PM  
  • End Date & Time: 01.01.2019, 06:00PM |
| Manner & Deadline for the submission of Queries | • Manner: Online send queries to dir.rssopca@rajasthan.gov.in  
  • Last date of submitting clarifications requests: 24.12.2018  
  • Response to queries/clarifications by procuring entity: 26.12.2018 |
| Date/ Time/ Place of Technical Bid Opening | • Date: 02.01.2019  
  • Time: 3.00 PM  
  • Place: Room No. 338, 3rd Floor, Pant Krishi Bhawan, Janpath, 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 |
Note:-

1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD/BC for Tender Fees, RISL Processing Fees and Bid Security 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, Bid Security, and RISL Processing Fee up to time and date mentioned in the NIB, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favor of “Director, RSSOCA, Jaipur and the RISL Processing Fee in favor of “Managing Director, RajCOMP Info Services Ltd.” 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, Safe script, N code 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 (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) RSSOCA 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, RISL, 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 RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.
1. PROJECT PROFILE & BACKGROUND INFORMATION

a. Project Profile

RSSOCA is a governing body established by the State Government of Rajasthan through notification in the Official Gazette under the provision of “The Seeds Act 1966, Section 8” in the year 1978. This Agency functions as per “Rule – 6 of the Seeds Rules 1968”.

The agency has its Head Office at Jaipur and 6 Regional Offices at Kota, Sriganganagar, Suratgarh, Bharatpur, Banswara & Jaipur headed by Seed Certification Officers. There are 11 Sub-Regional Offices in the state located at Jodhpur, Chittorgarh, Hanumangarh, Pillibangan, Gharsana, Alwar, Ajmer, Kherli, Udaipur, Jhalawar and Baran headed by Dy. Seed Certification Officer.

The Rajasthan State Seed & Organic Certification Agency (RSSOCA) is aiming to design, deliver, and implement an e-enabled Integrated Certification Management System to enable online application, issuance and renewal of seeds certificates with the help of Information & Communication Technology. The core objective of this project is to availability of ICT Infrastructure.

All the IT initiatives will be integrated to enable the farmers in making proper and timely use of the information available through multiple ICT channels including Web Portals, Common Service Centers, Internet Access Points and SMSs through State Wide Area Network & State Data Centre and availability of Government to Citizen (G2C) Services.

b. Coverage of the Project

a) Present RFP is for Procurement of IT Equipment’s & Software in the RSSOCA. The project is being implemented centrally by RSSOCA, Head Office, Jaipur.

b) The implementation will also include 1 year of warranty as mentioned in technical specification-annexure-2.

c) Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

d) Proposed IT Equipment’s Hardware and Software, which department seek to procure are as under-

<table>
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<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Laptop Computers- High End</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Laptop Computers- Low End</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>MS Office</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Ink Colour Printers</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Mono Laser Printers</td>
<td>15</td>
</tr>
<tr>
<td>6</td>
<td>Multi-Function LaserJet Printers (MFP) (B/W)- Flatbed</td>
<td>25</td>
</tr>
<tr>
<td>7</td>
<td>Multi-Function LaserJet Printers (MFP) (B/W)- Automatic Document Feeder</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>All in One Desktop Computers</td>
<td>22</td>
</tr>
</tbody>
</table>
2. **QUALIFICATION/ ELIGIBILITY CRITERIA**
   
a) A bidder (Manufacturer/OEM, authorized Dealers & Distributors are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/ eligibility criteria.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
</table>
| 1      | Legal Entity      | 1. 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 **OR**
2. A company registered under Indian Companies Act, 1956 **OR**
3. A partnership firm registered under Indian Partnership Act, 1932. **OR**
4. A Firm/Company registered under the L.L.P Act 2008 **OR**
5. An organisation registered under Rajasthan State Trust Act/Indian Trusts Act 1882/Society Registration Act, 1860/Any other Trust or Society Act of Government of India/ Department of GOI/GoR | 1. Copy of valid Registration Certificates 2. Copy of valid Registration Certificates or (Copy of Certificates of incorporation) 3. Copy of valid Registration Certificates (List of partners with partnership deed) 4. Copy of valid Registration Certificates 5. Copy of valid Registration Certificates from Registrar of Societies |
<p>| 2      | Financial: Turnover | The average annual turnover of the bidder must be not less than Rs. 75.0 Lacs during the last three financial years as per last audited balance sheet, i.e., for the period of FY 2015-16 to FY 2017-18 | CA Certificate with CA’s Registration Number/Seal |
| 3      | Financial: Net Worth | The net worth of the bidder for FY 2017-18 should be Positive. | CA Certificate with CA’s Registration Number / Seal |
| 4      | Technical Capability | The bidder must have successfully completed any one supply order of IT hardware equipment in department central/state government, public undertaking sector etc. during the last three years (2015-16,2016-17 and 2017-18) valuing not less than | Work Order &amp; Work Completion self Certificate. |</p>
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Tax registration</td>
<td>The bidder should have a registered number of i. GST Registration where his business is located ii. PAN</td>
<td>Copies of relevant certificates of registration number</td>
</tr>
<tr>
<td>6</td>
<td>Undertaking</td>
<td>As per clauses mentioned in annexure-4</td>
<td>A Self Certified letter as per Annexure-4: Self-Declaration</td>
</tr>
<tr>
<td>7</td>
<td>Bid Security Deposit</td>
<td>The bidder should furnish Demand Draft/B.C against Bid Security Deposit for an amount of Rs. ------------ (Rupees ------------------------------- Only)</td>
<td>D.D./BC No. Bank: Date:</td>
</tr>
</tbody>
</table>

- **Amount (INR):** Rupees 58,000.00  
  [Rupees 14,500.00 for S.S.I. of Rajasthan, 29,000.00 for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.]

a) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above:-

- I. The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/Disqualification of bids in Chapter-4: ITB”; and
- II. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

### 3. SCOPE OF WORK, DELIVERABLES & TIMELINES

#### 3.1 Details of work (applicable for selected bidder for any of the package)

RSSOCA intends to procure necessary IT hardware and software from selected bidder through this tender process of Procurement & Installation of IT Equipment’s in RSSOCA. Selected bidder
has to accomplish below mentioned tasks:-

a) Supply of IT Hardware & Software -
   Selected bidder shall supply IT hardware and software as provided in Annexure-1- Bill of Materials and as per its specifications mentioned in annexure-2. All the hardware and software shall be installed by the selected bidder at the delivery locations.

b) Scope of incidental services-
   Supply of each hardware and software shall also include following:
   - Manual on installation and configuration with machine
   - Media and drivers as mentioned in technical specification
   - Providing connecting cables (in case of hardware)
   - Warranty certificate for the supplied hardware and software as mentioned in technical specifications- annexure-2

c) Delivery-
   Selected bidder shall deliver the goods as per delivery schedule mentioned in section 3.2 of this RFP document. Delivery location shall be office of RSSOCA, Pant Krishi Bhawan, Jaipur and other locations in district level and block level as mentioned in annexure-1

d) Warranty-
   Selected bidder shall provide comprehensive warranty for period mentioned in technical specification- Annexure-2 of each hardware and software.
   The following shall be clearly marked on the supplied items using labels or indelible ink:
   - The date of supply,
   - Period of warranty (as applicable and indicated in technical specifications- annexure-2)
   - Toll Free Number of OEM for any support, call log

3.2 Project Deliverables, Milestones & Time Schedule

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Project Activity/ Scope of Work</th>
<th>Deliverables (Reports/ Docs./ Infra.)</th>
<th>Timelines</th>
</tr>
</thead>
</table>
| 1.     | Completion of Activity as mentioned in section 3. 1 (a) (b) & (c) | • Delivery challans and installation reports signed by designated official of RSSOCA of supplied hardware and software (as applicable) alongwith other accessories.  
• OEM Warranty Certificates for Hardware & license certificate for software items (wherever applicable) | 30 days from the date of issuance of work order |
| 2      | Completion of Warranty period in section 3.1 (d) | • Satisfactory performance report signed by designated official of RSSOCA | As applicable for respective item. |

4. INSTRUCTION TO BIDDERS (ITB)

Responsibilities of Bidder- Bidder and his employees shall abide by the security guidelines and rules followed in department from time to time. Whenever the bidder or his employees have to enter department, they should carry entry passes, issued by department & identity card provided by bidder; and should produce the same as and when demanded. Their
movement shall be restricted to only those places / offices where they are authorized to enter and work.

Bidder will be required to adhere by the law of the land, in writing, with respect to protection of employee's right and benefits while servicing this contract.

Bidder will also be required to adhere by the applicable statutory rules and laws of the land, laid down by Government of India and Government of the State regarding GST, Income tax deduction etc.

4.1. Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

a) In lieu of bid security, a bid securing declaration shall be taken from the Departments / Boards of the State or Central Government, Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section(5) or (7) of section 139 of the Companies Act, 2013; or Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Central Government.

b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

d) The bid security may be given in the form of a banker’s cheque or demand draft. The bid security must remain valid 30 days beyond the original or extended validity period of the bid.

e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:
   a. when the bidder withdraws or modifies its bid after opening of bids;
   b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
   c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
   d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

j) No interest shall be payable on the bid security.

k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-

a. the expiry of validity of bid security;

b. the execution of agreement for procurement and performance security is furnished by the successful bidder;

c. the cancellation of the procurement process; or

d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

4.2. Sale of Bidding/ Tender Documents

The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped as per NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

4.3. Pre-bid Meeting/Clarifications

a) There will no Pre bid meeting, however, bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding document. Please send queries to dirrssopca@rajasthan.gov.in in the given format by ----.2018, 01:30 p.m., response of which will be reverting through e-mail.

b) The minutes and response, if any, shall be provided promptly to all bidders through e-mail, website to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

4.4. Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, 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 Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

d) Any bidder, 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 Bids, 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.

4.5. Period of Validity of Bids

a) Bids submitted by the bidders 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 Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4.6. Format and Signing of Bids

a) Bidders must be 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: -

(i) Technical Bid, including fee details, eligibility& technical documents
(ii) Financial Bid

d) 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.

e) The technical bid shall consist of the following documents: -

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Fee Details</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), and Bid Security</td>
<td>Instrument/Proof of submission</td>
</tr>
<tr>
<td></td>
<td><strong>Eligibility Documents</strong></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bidder’s Authorization Certificate</td>
<td>As per Annexure-3 and copy of PoA/ Board</td>
</tr>
</tbody>
</table>
3. All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility As per the format mentioned against the respective eligibility criteria clause

### Technical Documents

| 4. | Certificate of Conformity/No Deviation | As per Annexure-5 |
| 5. | Declaration by Bidders | As per Annexure-6 |
| 6. | Undertaking on Authenticity of Equipment/Material. | As per Annexure-7 |
| 7. | Components Offered + Technical specifications compliance sheet (OEM compliance on OEM letter head for item no. 1 to 2 and for item no. 4 to 8 & bidder’s compliance for item no.3) | As per Annexure-2 |
| 8. | Manufacturer Authorization Form (MAF) | As per Annexure- 12 |

Financial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial Bid - Format</td>
<td>As per BoQ (.XLS) format available on e-Procurement portal</td>
</tr>
</tbody>
</table>

### 4.7. 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.

### 4.8. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the “Annexure-2: Components Offered”.

### 4.9. Deadline for the submission of Bids

a) Bids 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 Bids 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 bidders for preparation of Bids 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 bidders for preparation and submission of their Bids. 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 Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

4.10. Withdrawal, Substitution, and Modification of Bids

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) Bids withdrawn shall not be opened and processes further.

c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

4.11. Opening of Bids

a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders 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 bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative’s name 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 Bids.

d) All the documents comprising of technical Bid/cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RSSOCA and RISL).

e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:

f) bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);

g) bid is valid for the period, specified in the bidding document;

h) bid is unconditional and the bidder has agreed to give the required performance security;

i) Other conditions, as specified in the bidding document are fulfilled.

j) Any other information which the committee may consider appropriate.

k) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
I) The Financial Bid cover shall be kept unopened and shall be opened later on the date and
time intimated to the bidders who qualify in the evaluation of technical Bids.

4.12. Selection Method

Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) item
wise i.e. L1 method as specified in “Financial Evaluation Criteria” of clause titled “Evaluation
& Tabulation of Financial Bids”, wherein an eligible bidder with adequate technical
competence and the most competitive (lowest or L1) rates /quote would be selected for the
implementation of the project. L-1 shall be calculated item wise. Technically responsive
bidder will be awarded item wise contact. As per requirement one or more bidder will be
awarded item wise supply order of IT Hardware Equipment

4.13. Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid
evaluation committee may, at its discretion, ask any bidder for a clarification regarding its
Bid. The committee’s request for clarification and the response of the bidder shall be
through the e-Procurement portal.

b) Any clarification submitted by a 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 Bids.

d) No substantive change to qualification information or to a submission, including changes
aimed at making an unqualified bidder, qualified or an unresponsive submission,
responsive shall be sought, offered or permitted.


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 pre-qualification/eligibility criteria of
the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document
without any material deviation, reservation, or omission where:-

i. “deviation” is a departure from the requirements specified in the bidding
document;

ii. “reservation” is the setting of limiting conditions or withholding from complete
acceptance of the requirements specified in the bidding document; and

iii. “Omission” is the failure to submit part or all of the information or
documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall:-

1. affect in any substantial way the scope, quality, or performance of the
subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the
procuring entity’s rights or the bidder’s obligations under the proposed
contract; or


ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. 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.

e. 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 Bids**

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 request the bidder to submit the necessary information or document like audited statement of accounts/CA Certificate, GST Registration Certificate, VAT/CST clearance certificate, ISO/ CMMi Certificates, and all other relevant certificate etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

**C. Technical Evaluation Criteria**

Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”

**D. Tabulation of Technical Bids**

a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

**E.** The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

**F.** The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

**4.15. Evaluation & Tabulation of Financial Bids**

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 Bids:-
a) The financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;

b) The process of opening of the financial Bids shall be similar to that of technical Bids.

c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;

d) Conditional Bids are 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 offers shall be evaluated and marked L1, L2, L3 etc. 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. L1 shall be calculated based on the total price of all the items quoted by the bidder. No item-wise evaluation shall be done and it is compulsory to bid for all the items. Bidders who shall quote for selective items shall be disqualified.

g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

i) 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.

4.16. Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:

a) 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 bid evaluation committee 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;

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) 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 clause (a) and (b) above.

4.17. Negotiations

a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

c) The bid evaluation committee shall have full powers to undertake negotiations.

d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

e) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

f) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

4.18. Exclusion of Bids/ Disqualification

A. A procuring entity shall exclude/ disqualified a Bid, if:

   a) the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
   b) the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
   c) the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
   d) the Bid materially departs from the requirements specified in the bidding document or it contains false information;
   e) the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
   f) a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

B. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

C. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:

   a) communicated to the concerned bidder in writing;
   b) Published on the State Public Procurement Portal, if applicable.

4.19. Lack of competition
a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:

i. the Bid is technically qualified;
ii. the price quoted by the bidder is assessed to be reasonable;
iii. the Bid is unconditional and complete in all respects;
iv. there are no obvious indicators of cartelization amongst bidders; and
v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

4.20. 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 Bids shall be taken within original validity period of Bids 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 bidders 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, 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.

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 letter of acceptance or LOI shall constitute a binding contract.

i) The bid security of the bidders who’s Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

4.21. Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

4.22. Procuring entity’s right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

4.23. Right to vary quantity

a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -

i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

ii. 50% of the value of goods or services of the original contract.

4.24. Performance Security

a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the Departments / Boards of the State or Central Government, Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section(5) or (7) of section 139 of the Companies Act, 2013; or Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and 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 5% of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms:
   i. Bank Draft or Banker’s Cheque of a scheduled bank;

d) Performance security furnished in the form specified in clause c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, 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:
   i. When any terms and condition of the contract is breached.
   ii. When the bidder fails to make complete supply satisfactorily.
   iii. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

g) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

g) No interest shall be payable on the PSD.

4.25. Execution of agreement

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

b) The successful bidder shall sign the procurement contract within 10 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

c) If the bidder, 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, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, 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 purchase from anywhere in Rajasthan only.

4.26. Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
   i. Impede enforcement of any law;
   ii. Affect the security or strategic interests of India;
   iii. Affect the intellectual property rights or legitimate commercial interests of bidders;
   iv. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.

c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

4.27. 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 -
   i. at any time prior to the acceptance of the successful Bid; or
   ii. after the successful Bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

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: -
   i. 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;
   ii. 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.

4.28. Code of Integrity for Bidders

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for: -

   a. Prohibiting
      i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
      ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. 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;

vii. any obstruction of any investigation or audit of a procurement process;

c) disclosure of conflict of interest;

d) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

e) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

i. exclusion of the bidder from the procurement process;

ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;

iii. forfeiture or encashment of any other security or bond relating to the procurement;

iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;

v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

vi. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

4.29. Conflict of Interest

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) they have controlling partners in common;

b) they receive or have received any direct or indirect subsidy from any of them;

c) they have the same legal representative for purposes of the bid;

d) they 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;

e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the
bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

4.30. Interference with Procurement Process

A bidder, who:

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

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, 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.

4.31. 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 thereunder, 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:

i. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:

ii. 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 a 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 endeavor 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 © above shall deal with the appeal as expeditiously as possible and shall endeavor 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: Director, RSSOCA
Second Appellate Authority: Chairman, RSSOCA

f) Form of Appeal:
   i. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
   ii. 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.
   iii. 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 authorized representative.

g) Fee for Appeal: Fee for filing appeal:
   i. 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.
   ii. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:
   i. 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.
   ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
      a) hear all the parties to appeal present before him; and
      b) peruse or inspect documents, relevant records or copies thereof relating to the matter.
   iii. 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.
   iv. The order passed under © shall also be placed on the State Public Procurement Portal.

   i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

4.32. 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.

4.33. 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.

4.34. Offenses 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:

b) 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.

c) 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.

d) For the purpose of this section-

i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

e) 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.

4.35. Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

ii. 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) A 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 a 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 a 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 a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

4.36. 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’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’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

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

i. “Agreement” means the Agreement to be entered between the RSSOCA, Jaipur and the bidder who will get selected after the completion of the bid process through this RFP together with all the contents and criterion mentioned in this RFP.

ii. “Client” means RSSOCA, Jaipur, which is also the purchaser of the services to be procured through this RFP.

iii. “Commissioning” means operation of the System or any Subsystem by the Implementation Agency (IA) following Installation, which operation is to be carried out by
the IA as provided in the RFP for the purpose of carrying out Operational Acceptance Test(s)

iv. “Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with the Agreement/RFP (including without limitation such information received during negotiations, location visits and meetings in connection with the Agreement/RFP).

v. "Deliverables" means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the terms and conditions as defined more elaborately in the RFP in relation to the Implementation Phase and the Operations and Maintenance Phase and includes all documents related to the solution, user manuals, technical manuals, design, process and operating manuals, service mechanisms, policies and guidelines and source code, if any, and all its modifications.

vi. “Delivery” means the transfer of Goods and Services from the Supplier to the client / Purchaser in accordance with the terms specified in the RFP.

vii. “Effective Date” means the date on which the Agreement is executed between the Client and the selected bidder.

viii. “Implementation Agency or IA” means the bidder or consortium of bidders selected after the competitive bid process management who shall be responsible for the scope of work and deliverables as defined in the RFP.

ix. “Installation” means that the installation of hardware, network component, software, system or a subsystem as specified in the scope of work of the RFP for rollout phase and is ready for Commissioning as defined in the RFP.

x. “Nodal Officer – State” shall be the person duly authorized and delegated to be the person in-charge of the present project by the RSSOCA, in writing and who shall be competent to act for and on behalf of the department.

xi. “Performance Guarantee” shall mean the guarantee provided by a Scheduled Commercial Bank in favor of the RSSOCA for an amount specified in the RFP.

xii. “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the IA in preparation for Commissioning of the System as provided in RFP / conditions of the Agreement.

xiii. "Project” or “PROJECT” means the Supply, Installation, Commissioning, Training, Operations and Maintenance of Hardware, Networking Components and System Software, Databases and other Software as per agreed terms and conditions laid down in the RFP.

xiv. "PROJECT Data" means all proprietary data of the PROJECT generated out of PROJECT operations and transactions, documents and related information including but not restricted to user data in the context of providing the Services to the users in accordance with the requirements of the RFP.

xv. “Project Implementation” means Project Implementation as per the testing standards and acceptance criteria prescribed.

xvi. "Proprietary Information" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under the Agreement to be entered between the Client (State) and the
selected bidder through this RFP process.

xvii. "Services" means the services to be delivered to the Stakeholders of the Project, using the tangible and intangible assets created, procured, installed, managed and operated by the IA including the tools of information and communications technology and includes but is not limited to the list of services specified in the RFP.

xviii. "Stakeholders" means the entities which will sponsor this project, or have an interest or a gain upon a successful completion of this project or may have a positive or negative influence in the project completion.

xix. "Third Party Systems" means Systems (or any parts thereof) in which the Intellectual Property Rights are owned by a third party and to which IA has been granted a license to use and which are used in the provision of Services.

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.

5.1. 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.

5.2. 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.

5.3. 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.

5.4. Joint Venture, Consortium or Association

Joint Venture, Consortium or Association is not allowed for the bid.

5.5. 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.

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 associated 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/supplier. 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 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 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”.

5.6. Service of Notice, Documents & Orders

a) A notice, document or order shall be deemed to be served on any individual by -
   i. delivering it to the person personally; or
   ii. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
   iii. 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.
5.7. **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 and hardware/software that is likely to be declared as End of Sale in next 3 months and End of Service/ Support for a period of 3 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/software. 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.

5.8. **Delivery & Installation**

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 & install the ordered materials/system as per specifications within the specified delivery/completion period at various departments and/or their offices/locations mentioned in the 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.

5.9. **Supplier’s/ Selected Bidder’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.

5.10. **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, 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.

5.11. 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 Service provider/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Service provider/Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

5.12. Recoveries from Service provider / Selected Bidder

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.

5.13. Taxes & Duties

a) The TDS of GST etc., if applicable, shall be deducted at source and GST paid extra by RSSOCA 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.

5.14. 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 Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
c) 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.

d) 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.

e) 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.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

5.15. 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) 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.

5.16. 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.
5.17. Insurance

a) The goods will be delivered at the destination godown 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.

5.18. 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.

5.19. 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 godown 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 RSSOCA shall inspect the material for its conformity with Technical specification mentioned.

d) After successful inspection, it will be supplier’s/selected bidder’s responsibility to dispatch and install the equipment at respective locations 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.

5.20. 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 RSSOCA 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.

5.21. Delivery period & Extent of Quantity – Repeat Orders
a) The time specified for delivery shall be deemed to be the essence of the contract 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 fee to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

5.22. Freight
a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the supplier’s bill.
b) R.R. should be sent under registered cover through Bank only.
c) 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.
d) Remittance charges on payment made shall be borne by the bidder.

5.23. 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, disputed amount shall be withheld.
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.
d) The payment will be made after installation of equipment and received satisfactory inspection report by committee.

5.24 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 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.

f) Bidders must make their own arrangements to obtain 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.

5.24. 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.

5.25. Authenticity of Equipment

a) The selected bidder shall certify (as per Annexure-9) 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.

5.26. Warranty
a) The bidder must supply all items with standard OEM warranty valid for period as mentioned in the Technical specification of the goods (i.e. Annexure-II), 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.

5.27. 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.

5.28. 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 it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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 RSSOCA in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RSSOCA, 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 RSSOCA, the RSSOCA may take the case with the supplier/selected bidder on similar lines.

5.29. 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.

5.30. 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:

      a. 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 RSSOCA; or
      b. 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
c. 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.

d. If the supplier/selected bidder commits breach of any condition of the contract.

ii. If RSSOCA terminates the contract in whole or in part, amount of PSD may be forfeited.

**b) Termination for Insolvency**

RSSOCA 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 RSSOCA.

c) Termination for Convenience

i. RSSOCA, 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.

ii. Depending on merits of the case the supplier/selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier’s/selected bidder’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or

b. To cancel the remainder and pay to the supplier/selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/selected bidder.
6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

6.1. Payment Terms and Schedule

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Project Activity/ Scope of Work</th>
<th>Deliverables (Reports/ Docs./ Infra.)</th>
<th>Timelines</th>
<th>Payment schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completion of Activity as mentioned in section 3.1 (a) (b) &amp; (c)</td>
<td>• Delivery challans and installation reports signed by designated official of RSSOCA of supplied hardware and software (as applicable) alongwith other accessories. • OEM Warranty Certificates for Hardware &amp; license certificate for software items (wherever applicable)</td>
<td>30 days from the date of issuance of work order</td>
<td>100% payment as per work order value upon successful completion of deliverables and installation of equipments.</td>
</tr>
</tbody>
</table>

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 fulfillment 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.
## ANNEXURE-1: BILL OF MATERIAL (BoM)

<table>
<thead>
<tr>
<th>S/N</th>
<th>Item (as per Technical Specification provided in Annexure-2)</th>
<th>Quantity</th>
<th>MAF required (YES/NO)</th>
<th>Delivery Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Laptop Computers- High End</td>
<td>2</td>
<td>YES</td>
<td>Head Office, Jaipur</td>
</tr>
<tr>
<td>2.</td>
<td>Laptop Computers- Low End</td>
<td>2</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>MS Office</td>
<td>2</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Ink Colour Printers</td>
<td>2</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Mono Laser Printers</td>
<td>15</td>
<td>YES</td>
<td>H.O. Jaipur (6), Bharatpur(1), Suratgarh (1), Hanumangarh(1), Pilibangan(1), Jodhpur (1), Chittorgarh (1), Gharsana (1), Ajmer (1), Jhalawar (1)</td>
</tr>
<tr>
<td>6.</td>
<td>Multi-Function LaserJet Printers(MFP) (B/W)- Flatbed</td>
<td>25</td>
<td>YES</td>
<td>H.O. Jaipur (9), Bharatpur(1), Suratgarh (1), Srigangahagar (1), Kota(1), Udaipur(1), Kherli(1), Baran(1), Alwar(1), Gharsana(1), Hanumangarh(1), Pilibangan(1), Jodhpur (1), Chittorgarh (1), Gharsana (1), Ajmer (1), Jhalawar (1)</td>
</tr>
<tr>
<td>7.</td>
<td>Multi-Function LaserJet Printers (MFP) (B/W)- Automatic Document Feeder</td>
<td>10</td>
<td>YES</td>
<td>H.O. Jaipur (5), Kota(1), Bharatpur(1), Suratgarh (1), Srigangahagar(1), Banswara (1)</td>
</tr>
<tr>
<td>8.</td>
<td>All in One Desktop Computers</td>
<td>22</td>
<td>YES</td>
<td>H.O. Jaipur (13), Bharatpur(1), Suratgarh (1), Hanumangarh(1), Jodhpur (1), Chittorgarh (1), Gharsana (1), Ajmer (1), Jhalawar (1), Pilibangan</td>
</tr>
</tbody>
</table>
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.

Technical specifications compliance sheet (OEM compliance on OEM letter head for item no. 1 to 2 and for item no. 4 to 8 of package-1 & bidder’s compliance for item no.3 of Package-1 and item no. 1 & 2 of package-2)

**Item No. 1 Laptop Computers - High End**

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Minimum Specification</th>
<th>OEM Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Make and Model-&lt;To be provided by OEM&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Processor</td>
<td>Intel Core™ i7, 7th Generation or Higher</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Memory</td>
<td>16 GB DDR4 SDRAM (1 X 16 GB) expandable up to 32 GB</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Storage</td>
<td>1 TB HDD storage; 128 GB SSD storage or higher</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Display</td>
<td>35.56 cm(14) or higher diagonal FHD anti-glare slim LED-backlit (1920 x 1080) or higher</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Graphics</td>
<td>Integrate/Card Graphics</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Camera</td>
<td>720p HD webcam</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Audio</td>
<td>Dual/2x speakers; Integrated dual array microphone</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Port</td>
<td>2 USB 3.0 or higher; 1 VGA or 1 HDMI with external OEM cable for HDMI to VGA ; 1 RJ-45; 1 headphone &amp; microphone combo with or without</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Input</td>
<td>Keyboard with touchpad</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Wireless</td>
<td>Integrated 802.11b/g/n or 802.11 ac; Bluetooth 4.0 or above</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Battery &amp; Power</td>
<td>Long Life 3-cell or more; 51 watt-hour Li-ion battery or higher; Power Adapter and Power cable</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Certification</td>
<td>ENERGY STAR certified- certification to be submitted</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Operating System</td>
<td>Genuine MS Windows 10 Pro 64 Bit License</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Antivirus</td>
<td>Internet Security (latest version) of MacAfee/Norton/Kaspersky/ Quick heal with 3 year Subscription (OEM Support, Updates, Upgrades &amp; Patches)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Other Accessories</td>
<td>Executive carry bag, OEM Wireless mouse with mouse-pad, Patch Chord (2 Meters) to be bundled</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Warranty</td>
<td>1 year standard OEM Warranty from the date of installation</td>
<td></td>
</tr>
</tbody>
</table>
## Item No. 2 Laptop Computers - Low End

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Minimum Specification</th>
<th>OEM Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Make and Model</td>
<td>&lt;To be provided by OEM&gt;</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Processor</td>
<td>Intel Core i5, 7th generation or latest generation Processor speed 3.0 GHZ or higher</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Microprocessor</td>
<td>3 MB L3 cache, 2 cores</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Memory</td>
<td>8 GB DDR4 and above expandable up to 16 GB</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Display</td>
<td>14” or Higher</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Hard Drive</td>
<td>1 TB 5400 rpm SATA</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Graphic Card</td>
<td>Integrated/Card Graphics</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Network Card</td>
<td>Integrated 10/ 100/1000 Gigabit Ethernet LAN</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Wireless Connectivity</td>
<td>Bluetooth 4.0 or above &amp; 802.11a/b/g/n</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Sound</td>
<td>HD audio with stereo speakers.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>External Ports</td>
<td>1 Multi format SD media card reader, 2 USB 3.0, 1USB 2.0 1 HDMI, 1 VGA, 1 headphone &amp; microphone Jack (either separate) or combo, 1 AC power (HDMI and VGA should be distinct slots, no converters accepted)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Operating System</td>
<td>Genuine MS Windows 10 Pro 64 bit.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Battery &amp; Power</td>
<td>4 Hrs or Above, AC Power adapter</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Webcam</td>
<td>HD Webcam (front-facing) with integrated dual array digital microphone</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Anti-Virus</td>
<td>Internet Security (latest version) of MacAfee/Norton/Kaspersky/ Quick heal with 3 year Subscription (OEM Support, Updates, Upgrades &amp; Patches)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Warranty</td>
<td>1 year standard OEM Warranty from the date of installation</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Certification</td>
<td>EPEAT registered, Energy Star 5.0-compliant, RoHS-compliant, Windows certified.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Accessories</td>
<td>Carry bag, OEM Wireless mouse with mouse-pad, Patch Chord (2 Meters) to be bundled</td>
<td></td>
</tr>
</tbody>
</table>
### Item No. 3 MS Office

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Minimum Specification</th>
<th>Bidder Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Make and Version - &lt;To be provided by Bidder&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>MS Office</td>
<td>MS Office Professional 2016 or latest with OEM support, update &amp; patches up to 3 years (Perpetual Licence)</td>
<td></td>
</tr>
</tbody>
</table>

### Item No. 4 Ink Colour Printers

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Minimum Specification</th>
<th>OEM Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Make and Model-&lt;To be provided by OEM&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Printing Method/Technology</td>
<td>Ink</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>No. of Print Heads</td>
<td>2 (1 black, 1 Tri colour (CMY))</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Print Resolution colour</td>
<td>4800 x 1200 dpi or higher</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Scan Resolution</td>
<td>1200 x 1200 dpi or higher</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Print Speed A4 (Black / Colour)</td>
<td>8 ppm / 5 ppm or higher</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Connectivity</td>
<td>USB 2.0, Wi-Fi</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Supported OS</td>
<td>Windows XP / Vista / 7 / 8 / 8.1 / 10 or later</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Functions</td>
<td>Print, Copy, Scan, Wireless</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Scanner Type</td>
<td>Flatbed colour</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Energy Star certified</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Duty cycle (monthly, A4)</td>
<td>Up to 1000 pages</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Consumable (ink) Page yield (A4)</td>
<td>6000 pages or more for black, cyan, magenta &amp; yellow.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Warranty</td>
<td>1 year standard OEM warranty from the date of installation</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>One cartridge for printing shall be supplied by OEM with the printer.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Item No. 5 Mono Laser Printers

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Minimum Specification</th>
<th>OEM Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Make and Model-&lt;To be provided by OEM&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Printing Method/Technology</td>
<td>Laser</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Print Speed (A4)</td>
<td>18 ppm or more</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Print Resolution</td>
<td>Black, 600 x 600 dpi or Higher</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Duty Cycle (monthly)</td>
<td>5,000 pages or more</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Standard Memory</td>
<td>32 MB or Higher</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Connectivity</td>
<td>Hi-Speed USB 2.0 port, Wireless</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Energy Star/ Low Energy Consumption</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
8. Drivers  Windows XP/7/8/10 or later Operating System drivers to be included

9. Cables/ Accessories  All the required cables, accessories

10. Warranty  1 year standard OEM warranty from the date of installation

11. One cartridge for printing shall be supplied by OEM with the printer.

**Item No. 6 Multi-Function LaserJet Printers (B/W) - Flatbed**

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Minimum Specification</th>
<th>OEM Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Make and Model -&lt;To be provided by OEM&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Printing Method/Technology</td>
<td>Laser</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Memory</td>
<td>32 MB or higher</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Print Speed A4</td>
<td>14 PPM or more</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Print Resolution</td>
<td>600 x 600 dpi or higher</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Scan Resolution</td>
<td>600 x 600 dpi or higher</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Scanner type</td>
<td>Flatbed</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Functions</td>
<td>Print, copy, scan</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Connectivity</td>
<td>Hi-Speed USB 2.0 port</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Energy Star certified</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Duty cycle (monthly, A4)</td>
<td>5,000 pages or more</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Cables/ Accessories</td>
<td>All the required cables, accessories to be included.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Warranty</td>
<td>1 year standard OEM warranty from the date of installation</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>One cartridge for printing shall be supplied by OEM with the printer.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Item No. 7 Multi-Function LaserJet Printers (B/W) - Automatic Document Feeder**

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Minimum Specification</th>
<th>OEM Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Make and Model -&lt;To be provided by OEM&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Print Method /Technology</td>
<td>Monochrome Laser</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Print Speed A4</td>
<td>More than 30 ppm</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Print Resolution</td>
<td>600 x 600 dpi or higher</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>First Printout Time A4</td>
<td>8.5 secs or less</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Duplex Printing for A4 &amp; Legal</td>
<td>Automatic (standard)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Copy Speed A4</td>
<td>More than 30 ppm</td>
<td></td>
</tr>
</tbody>
</table>
7. Copy Resolution | 600 x 600 dpi or higher
8. Maximum Numbers of copies | 99 copies or more
9. Scan Type | Flatbed, Automatic Document Feeder (ADF)
10. Scan Resolution | 600 x 600 dpi or higher
11. Duplex Scan for A4 & Legal | Yes (Single Pass Scan)
12. Compatible Operating Systems | Windows 8.1 edition or higher
13. Memory | 256 MB or higher
14. Duty cycle (monthly, A4) | 50,000 pages or more
15. Connectivity | High Speed USB 2.0 or higher
16. Cables/ Accessories | All the required cables, accessories to be included.
17. Warranty | 1 year standard OEM warranty from the date of installation
18. One cartridge for printing shall be supplied by OEM with the printer.

### Item No. 8 All-in-One Desktop Computers

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Minimum Specification</th>
<th>OEM Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make and Model-&lt;To be provided by OEM&gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Processor</td>
<td>Intel 7th Gen Core i5-7500 SERIES, 6MB cache, 4 Cores or Higher</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Chipset</td>
<td>Compatible chipset on Intel/OEM Motherboard</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Memory</td>
<td>8 GB DDR4, 2DIMM Slots</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Ports</td>
<td>Minimum 4 USB Ports with at least 2xUSB 3.0 1 Microphone/Headphone Jack 1 HDMI 1 RJ 45</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Hard Disk Drive</td>
<td>1TB 7200 RPM</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Graphics</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Display</td>
<td>23.5 inch or above, IPS backlit LED FHD display with minimum resolution of 1920x1080 or higher</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Network Connectivity</td>
<td>10/100/1000 Gigabit Ethernet with inbuilt Wi-Fi</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Form Factor</td>
<td>All-in-One (AIO)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Keyboard Mouse</td>
<td>OEM USB Keyboard, Mouse with mouse pad</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Preloaded Software</td>
<td>Windows 10 Professional (or latest) with OEM recovery partition</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Antivirus</td>
<td>Internet Security (latest version) of MacAfee/Norton/Kaspersky/ Quick heal with 3 year Subscription (OEM Support, Updates, Upgrades &amp; Patches)</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Warranty</td>
<td>1 Year comprehensive OEM Warranty</td>
<td></td>
</tr>
<tr>
<td>14. Certification</td>
<td>EOEAT™ Gold rating, ENERGY STAR 5.0-Compliant, RoHS-compliant, windows Certified</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE-3: BIDDER’S AUTHORIZATION CERTIFICATE
[to be filled by the bidder]

To,

{Procuring entity},

_________________________________,

_________________________________,

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: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:
ANNEXURE-4: SELF-DECLARATION
{to be filled by the bidder}

To,
{Procuring entity},

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

a) possess the necessary professional, technical, financial and managerial resources and
competence required by the Bidding Document issued by the Procuring Entity;

b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the
State Government or any local authority as specified in the Bidding Document;

c) is having unblemished record and is not declared ineligible for corrupt & fraudulent
practices either indefinitely or for a particular period of time by any State/ Central
government/ PSU/ UT.

d) does not have any previous transgressions with any entity in India or any other country
during the last three years.

e) does not have any debarment by any other procuring entity.

f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs
administered by a court or a judicial officer, not have its business activities suspended and
is not the subject of legal proceedings for any of the foregoing reasons;

g) does not have, and our directors and officers not have been convicted of any criminal
offence related to their professional conduct or the making of false statements or
misrepresentations as to their qualifications to enter into a procurement contract within a
period of three years preceding the commencement of the procurement process, or not
have been otherwise disqualified pursuant to debarment proceedings;

h) does not have a conflict of interest as mentioned in the bidding document which materially
affects the fair competition.

i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,
Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date:
Place:
ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

{Procuring Entity},

_____________________________________

CERTIFICATE

This is to certify that, the specifications 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 cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date:
Place:
ANNEXURE-6: DECLARATION BY BIDDER
{to signed by selected bidder}

I/ We 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.

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date: ________________
Place: ________________
ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS/MATERIAL

{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-8: PRE-BID QUERIES FORMAT

Name of the Company/Firm: ______________________________________________________________

Bidding Document Fee Receipt No. ___________ Dated ____________ for Rs. ____________/-

Name of Person(s) Representing the Company/ Firm:

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company/Firm Contacts:

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Query / Clarification Sought:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP Page No.</th>
<th>RFP Rule No.</th>
<th>Rule Details</th>
<th>Query/ Suggestion/ Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/.XLSX/.ODF).
ANNEXURE-9: FINANCIAL FORMAT

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

Following table shall be used submission of financial bid from the bidders:

**Sample-Financial Bid Format – to be submitted online through e-proc only**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Description</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Per Unit Price (in INR) (excluding GST)</th>
<th>Total Price (in INR) (excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Laptop Computers- High End</td>
<td>2</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Laptop Computers- Low End</td>
<td>2</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>MS Office</td>
<td>2</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Ink Colour Printers</td>
<td>2</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Mono Laser Printers</td>
<td>15</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Multi-Function LaserJet Printers(MFP) (B/W)- Flatbed</td>
<td>25</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Multi-Function LaserJet Printers (MFP) (B/W)- Automatic Document Feeder</td>
<td>10</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. All in One Desktop Computers

Total Price (in INR)

Total Price (in words): Rupees

**Note:-**

- Financial Bid evaluation will be done based on Total cost as Colum 6.
- Lowest item wise evaluated.
- All cost proposals must reflect the LCP (Lowest Corresponding Price).
- While price will be the most heavily weighted factor in our evaluation of the bids, the RSSOCA reserves the right to award the proposal to the best-qualified vendor.
- GST Will be paid at the existing rate.
This Contract is made and entered into on this ______ day of ________, 2018 by and between RSSOCA, Jaipur having its head office at Pant Krishi Bhawan, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RSSOCA) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART.

And

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

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of service provider and has placed the Letter of Intent vide Letter No. ________________ dated ________, on which M/s__________ has given their acceptance vide their Letter No. ________________ dated ________________.

And whereas

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

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

1. The NIB Ref. No. ________________ dated ________________ and RFP document dated ________________ issued by RSSOCA 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 RSSOCA to service provider at the rates set forth in the work order no. ________________ dated ________________ will duly supply the said articles set forth in “Annexure-I: Bill of Services” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by service provider.

3. The RSSOCA do hereby agree that if service provider shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RSSOCA will pay or cause to be paid to service
provider, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. ____________ and completed by service provider within the period as specified in the RFP document.

5. In case of extension in the delivery of services period with liquidated damages the recovery shall be made on the basis of following percentages of the value of service delivered in the first quarter which the bidder has failed to deliver.

<table>
<thead>
<tr>
<th>No</th>
<th>Condition</th>
<th>LD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay of less than or equal to 7 Calendar Days</td>
<td>2.5%</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding 8 Calendar Days but less than equal to 14 Calendar Days</td>
<td>5.0%</td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding 15 Calendar Days but less than equal to 21 Calendar Days</td>
<td>7.5%</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding 21 Calendar Days</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

a) Fraction of a day in reckoning period shall be eliminated if it is less than half a day
b) If the Successful Bidder requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply
c) Delivery period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.
d) Also Liquidated Damages would be deducted from the monthly due payment.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

7. During the standard warranty period of the equipments, the bidder is bound for providing the maintenance service of the equipments within the prescribe period; failure on this maintenance work of equipments will be carried out by other firms on the risk and cost of the bidder.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of ______________, 2016.

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>() Designation:; Company:</td>
<td>(Authorized Signatory) RSSOCA, Govt. of Rajasthan</td>
</tr>
</tbody>
</table>

In the presence of:

<table>
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<th>Signed By:</th>
</tr>
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<tbody>
<tr>
<td>() Designation: Company:</td>
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</tbody>
</table>
ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

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

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

2. Name and address of the respondent(s):
   a. <please specify>
   b. <please specify>
   c. <please specify>

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

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

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

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

7. Prayer:<please specify>

Place ........................................

Date ........................................

Appellant's Signature
ANNEXURE-12- MANUFACTURer’s AUTHORISATION FORM
To,
{Procuring Entity},
______________________________,

Subject: Issue of the Manufacturer’s Authorization 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 {Authorized Partner} 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 for the offered Hardware/ Software, as mentioned above, for 1 Year from the date of installation.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 1 year from the award of contract.
We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 2 years from award of contract.

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

(Authorized Signatory)
Name, Designation & Contact No.:
Address: ___________________________________
Seal: