TENDER NOTICE

For

Integration, Implementation and Maintenance of existing Online Inventory, Accounts, Marketing, HR and Retail Sales software for Central Stores & Rajasthali, Jaipur

(Last Date & Time for depositing Tender form : 23/03/2009 till 3:00 PM)
(Bid to be opened on 23/03/2009 at 4.00 PM in office of RSIC)
TENDER IS INVITING FOR DEVELOPMENT OF ONLINE ERP MAINTENANCE AT CENTRAL STORE AND RAJASTHALI OUTLETS.

I. Addressed to :

<table>
<thead>
<tr>
<th>a. Name of the Tendering Authority</th>
<th>Rajasthan Small Industries Corporation Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Address</td>
<td>Udyog Bhwan Tilak Marg, C-Scheme Jaipur</td>
</tr>
<tr>
<td>c. Telephone</td>
<td>5115760-63</td>
</tr>
<tr>
<td>TeleFax</td>
<td>141-5115766</td>
</tr>
</tbody>
</table>

II. Other related details :

1. Name of Bidder
2. Name of Contact Person
3. Registered Office Address
4. Year of Establishment
5. Type of Firm
   - Public Limited
   - Private Limited
   - Proprietor Firm
   Put Tick( √ ) mark
6. Telephone Number(s)
7. Email Address/ WebSite Email: Web-Site:
8. Fax No.
9. Mobile/ Pager Number Mobile: Pager:
10. Area of Specialization in the Field of IT
11. Whether IT consultancy firm or software development firm or other

IV. Details of major software developed and implemented:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of software</th>
<th>No. of implementation (pl enclose list of the client separately where the software has been implemented)</th>
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<tbody>
<tr>
<td></td>
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<td>Public Sector / Private sector / Others</td>
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<td>5</td>
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VI. The rates quoted are valid up to ___________. (Subject to a minimum of 30 days from the last date of bid submission). The validity can be extended with mutual agreement.
Signature of the Tenderer: ______________________________

VII Following documents are attached towards the proof of earnest money deposited.

<table>
<thead>
<tr>
<th>Sno.</th>
<th>Earnest Money Deposited through</th>
<th>Number</th>
<th>Dated</th>
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<tbody>
<tr>
<td>1.</td>
<td>Cash</td>
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<td>2.</td>
<td>Demand Draft</td>
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<tr>
<td>3.</td>
<td>Banker’s Cheque (Local only)</td>
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<tr>
<td>4.</td>
<td>Treasury Challan</td>
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VII We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

IX The rates for the services as mentioned in the Financial Bid have been enclosed separately.

X Reproduced / re-word-processed formats or tenderer’s own formats for the price quotations will disqualify the tender.

Dated:

Signature of the Tenderer: ______________________________
1. Tender is inviting for integration, implementation and maintenance of existing online Inventory, Accounts, Marketing, HR & Sales software for Central Store and Rajasthali, Jaipur.

**Scope of Work for the development of Software**

a) Study of operations in the existing software for additional requirement analysis and preparing detailed SRS including the following:

i) Central Store, RSIC Head office, Jaipur

   (1) Category wise monthly stock position report.
   (2) Annual Physical Verification Report.
   (3) Centralized Sales Report over the outlets
   (4) Editing facility for all masters and transaction vouchers
   (5) Additional Reports during the implementation/development.
   (6) Backup & Restore Utilities
   (7) User Management
   (8) Next Year Generation Utility
       (a) Year Ending Report
       (b) Balance Forwarding
       (c) New year opening

ii) Rajasthali, M.I. Road, Jaipur

   (1) Bar Code Integration, Generation and implementation
       (a) Rajasthali Corporation Goods
       (b) MSG Goods
       (c) Goods on Approval items
   (2) MSG Sales module
       (a) Vendor Master
       (b) Category & Sub-Category Master
       (c) Item master
       (d) Record Sales Transactions (Cash & Credit Memo Generation)
       (e) Sales Reports (Category, Vendor, Item wise reports)
   (3) Editing facility for all masters & transaction forms and vouchers.
   (4) Backup & Restore Utility
(5) User Management
(6) Next Year Generation Utility
(7) Offline Sales Facility
   (a) Software must have a feature to work offline (local server) when online network is disconnected and update to global server whenever gets online.
   (b) Synchronization utility for updating at both ends
(8) Manage both cash and credit sale.
(9) Invoice printing option for both pre-printed stationary and plain sheets
(10) Online Indent request feature.
(11) Module for discounts and offers on goods.
(12) Reform of HR & Accounts modules
(13) Packaging & Forwarding

Scope of Annual Maintenance of Software

a) Rectification work on immediate basis
b) Databases backup/restore/maintenance on regular/in existing databases.
c) Any new filed addition/removal/formatting in existing forms and reports.
d) Any caption/logo/signage/gridlines/fonts/colour/text in existing forms.
e) Removal/modification in databases entries.
f) Modification/Formatting in existing package at all level.

2. Procedure for Bidding:

   Step 1: All bidders will submit only technical bid first.
   Step 2: Bidders who successfully qualified the technical bid are entitled to prepare detailed SRS as per the scope of work within one moth period.
   Step 3: Approved SRS will be submitted then alongwith the ‘Financial – Bid’ in separate envelops combined into a single envelop as per the ‘Annexure-A’
   Step 4: Financial Bid will be opened by the committee in the presence of bidder(s).

Signature of the Tenderer: __________________________
Name of Contact Person: __________________ Designation: ________________

Telephone No: __________________ Fax: _________________________

E-Mail Address: ________________________________

(a) Amount quoted for Integration of Software

Rs. (in figures) :-

Rs.( in words) :-

(b) Amount quoted for AMC of Central Store Software for the period of one year

Rs. (in figures) :-

Rs.( in words) :-

(c) Amount quoted for AMC of Rajasthani Software for the period of one year

Rs. (in figures) :-

Rs.( in words) :-

The offer (quoted AMC charges) is valid up to _____________, which may further be extended.

Date: ________________________________

Signature of the Tenderer(s) alongwith stamp of the firm/company
Letter of Undertaking/Declaration
RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

(ON THE LETTER HEAD OF THE TENDERER)
LETTER OF UNDERTAKING/DECLARATION

We, M/s ................................................................................................... hereinafter called as “Tenderer” complete address .......................................................................................................................... .

Hereinafter hereby declare in favor of the Managing Director, RSIC, Rajasthan, Jaipur, Hereinafter called as the “Tendering Authority” and agree to abide by the following:

1. We are attaching company constitution details.
2. Certificate of satisfactory performance of the software already developed and implemented has been enclosed.
3. We have software development/maintenance setup as given below:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Place (Name and address)</th>
<th>M.E./ M.Tech.</th>
<th>B.E./B.Tech/M.C.A</th>
<th>Diploma</th>
<th>Others</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Pl enclose list with Name, Designation, Qualification, working since, and place of posting.)</td>
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</tbody>
</table>

4. The annual turnover of our firm is as given below:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>2006-07</th>
<th>2007-08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turnover of the firm for India (Rs. in Lakh)</td>
<td></td>
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</tr>
</tbody>
</table>

5. We will ensure that a minimum of 99% uptime, calculated on an annual basis is achieved for the implemented software.
6. We shall give benefit of any price reduction found by the time of placing the supply order.
7. We agree to accept partial order if it is placed.
8. We have quoted rates of development of software/maintenance alongwith 1-year comprehensive on-site (COS)/Online support.
9. We agree to maintain/support the software after warranty period as well.
10. In case of additional middleware/third party APIs we have proper legal arrangement for its use and support.
11. The above document is executed on __/__/200   at (place) ________ and we accept that if anything out of the above information is found wrong, our tender shall be liable for rejection.

Name of Person : ________________________________________________

Complete Address: ________________________________________________

Signature of the Tenderer: ________________________________________
ELIGIBILITY CRITERIA

The following criteria must be fulfilled by a Bidder:

a. The Bidder must be a company registered under Indian Companies Act, 1956 or The Partnership Act, 1932 or Proprietor firm.

b. The consortiums/collaboration / partnership / joint venture of companies is allowed but only within a group of companies. In this case the financial criteria shall have to be fulfilled by the lead member and the technical criteria can be fulfilled by other members of the consortium.

c. The Bidder must be an original IT Services provider involved in development, analysis, testing and implementation of software solutions at least for a period of Two years. It should have core competency in developing ERP application softwares.

d. The Bidder should have an average annual turnover of minimum Rs. 3 Lakh in the last two years in software development.

e. The Bidder should have following certificates:
   (a) Proprietors / Company PAN No.
   (b) Company Registration Number
   (c) Annual Report / CA Certificate for Turn over last two years
   (d) Proprietors / Company Income Tax Return last two years

f. Attested Certificates from two reputed companies should be enclosed with the bid.

g. Bid must be accompanied by Earnest Money of Rs. 10,000/- (Ten Five Thousand only). Tender submitted without earnest money will not be considered. Earnest Money should be deposited in either of the following forms in favour of "The Rajasthan Small Industries Corporation Ltd."
   i. Demand Drafts/Bankers Cheque/Pay Order of the scheduled bank
   ii. No interest will be paid by the RSIC on the Earnest Money.

h. The Bidder should have undertaken and successfully completed in India at least one software development and implementation project with value of Rs. 1-2 lacs or two projects private sector using PHP/MySql/ web based technologies. The projects should have involved software development and related activities for transactional processing. The Bidder must attach relevant work order/work completion certificates.

i. The Bidder must have a minimum of 3 qualified IT professionals working with them.

j. The Bidder should be in a position to provide technical support for maintenance of the software 24X7 to RSIC on Call Basis.

Signature of the Tenderer: __________________________
GENERAL TERMS AND CONDITIONS OF TENDER

Note: Bidders must read these conditions carefully and comply strictly while sending/submitting their tenders.

General conditions:

1.1.1 Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The bidder shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.

1.1.2 Rates shall be written both in words and figures. There should not be errors and/or over-writings. Corrections, if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.

1.1.3 Bidder shall quote firm prices against each of the items as detailed in the price bid. No conditional discounts shall be quoted in the bid e.g. discounts based on conditions linked with bid/performance security/guarantees, advance payments, selection of combination of products or product options, number of personnel etc. Financial bids with such conditional discounts would be summarily rejected.

1.1.4 Comparison of Rates:
   • In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.
   • While comparing the rates in respect of firms within Rajasthan, The element of Rajasthan Sales Tax shall be included.

1.1.5 Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.

1.1.6 Any Change in the constitution of the company, etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the company, etc., from any liability under the contract.

1.1.7 If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the CMD, RSIC who will be the Sole Arbitrator and whose decision shall be final.

1.1.8 Income Tax may be deducted at source as per rules

1.1.9 All legal proceedings, if necessary arises to institute may by any of the parties (RSIC) shall have to be lodged in courts situated in Jaipur and not elsewhere.

1.1.10 Loss of Revenue :: The bidder shall be vicariously liable to indemnify the RSIC in case of any misuse of data/information by the bidder, deliberate or otherwise, which comes into the knowledge of the purchaser during the performance or currency of the contract.

1.1.12 Currency of Payment: Payment shall be made in Indian Rupees only.
1.1.13 **Change orders**: The RSIC may at any time, by a written order given to the bidder, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any part of the work under the contract, whether changed or not changed by the order, and equitable adjustment shall be made in the performance security, Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the RSIC changed order.

1.1.14 **Contract Amendments**: No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Bidder and the Purchaser.

1.1.15 **Right to Accept any bid and to reject any or all bids**: The RSIC reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchasers action.

1.1.16 **Notification of award**: Prior of the expiration of the period of the bid validity, the RSIC will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract. Upon the successful bidder's furnishing of performance security, the RSIC will notify each unsuccessful bidder and will discharge its EMD.

1.1.17 **Period of Validity**: Bids shall remain valid for 30 days after last date of bid submission prescribed by the bidder which may be extended with mutual consent. A bid valid for a shorter period may be rejected by the RSIC as non-responsive.

1.1.18 The contract of maintenance can be repudiated at any time if the maintenance is not done to the satisfaction of RSIC Ltd.

1.1.19 **Remittance Charges on payment made to the firms shall be borne by the tenderer.**
1.1.20 When the tenderer is unable to provide the maintenance service within the specified period, the RSIC shall be entitled to get the maintenance services from elsewhere without notice to the tenderer, but on his (i.e. tenderer's) account and risk, the maintenance thereof which the tenderer has failed to provide or if not available, the best and nearest available substitute thereof or to cancel the contract, and the tenderer shall be liable for any loss or damage which the RSIC may sustain by reason of such failure on the part of the tenderer. But the tenderer shall not be entitled to any gain on such maintenance service made against default. The recovery of such loss or damage shall be made from any sums occurring to the tenderer under this or any other contract with the Government. If recovery is not possible from the bill and the tenderer fails to pay the loss or damage within one month, the recovery shall be made under the Rajasthan Public Demands Recovery Act 1952 or any other law for the time being in force. While resorting to risk of maintenance, the RSIC Ltd. may exercise its own discretion and if possible resorted to limited tender system issuing short term notice irrespective of the valuation of the tender, in all those cases where orders are cancelled due to non maintenance.

1.1.21 Bar Coding Payment shall be released only after successfully delivery and installation. Payment of Maintenance shall be due and payable by the RSIC, Ltd. on quarterly basis only on the satisfactory performance provided by the tenderer.

1.1.22 If the tenderer fails to provide maintenance services, penalty may be imposed by RSIC, Ltd. as per the following:-
(a) Rs. 100/- per day in case of Run Time, programmatically errors
(b) Rs. 50/- per day in case customization in existing package after one month time limit.
(c) The decision of RSIC Ltd. regarding penalty shall be final & binding on the tenderer.

1.1.23 Direct or indirect canvassing on the part of tenderers or their representatives will disqualify their tenders.

1.1.24 The service performance of the tenderer shall be reviewed after every six months. In case the services are not satisfactory, RSIC may terminate the AMC agreement and the proportionate amount of AMC shall be reimbursed to the RSIC by tenderer

1.1.25 Rejection:
The Corporation reserves the right to accept any tender not necessarily the lowest tender and reject any tender without assigning any reason thereof. Corporation also reserves right to withdraw the AMC at any point of time.

1.1.26 Termination for insolvency: The RSIC may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

1.1.27 Consortium / Collaboration / Partnership / Joint Venture: There shall be a lead member firm / company within a group of companies fully responsible
for the discharge of all services and obligation for the execution of the work. RSIC reserves the right to recognize only the lead member as the bidder for the bid for the actual performance of the contract even while the legal responsibility will continue to be joint and several for each member firms in the collaboration / consortium / partnership / Joint venture of any court actions and execution of court order.

1.1.28 **Termination for Convenience**: The RSIC, may, by written notice sent to the bidder, 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 work under the Contract is terminated and the date upon which such termination becomes effective.

1.1.29 The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

1.1.30 The bidder shall execution written agreement. On Rs.100/- Non-judical stamp paper

1.1.31 If a bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender 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 tender issued by the Purchase Officer.

1.1.32 The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

1.1.33 The RSIC Officer/Tendering Authority reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm.

1.1.34 Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected & not to be considered and may be returned unopened to the bidder.

2. **Use of Contract Documents and information**

a) The bidder shall not, without the RSIC prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the bidder performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

b) The bidder shall not, without the RSIC prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.

3. **Service Level Assurance**:

The overall services should maintain a minimum of uptime of 98.7%.
4. **Supply of software components:**

"Tenders by IT Service / Solution Provider": Tenders shall be given only either by original IT service provider of National repute dealing with IT services including system or packaged software or a company directly providing software development services. They shall, therefore, furnish necessary declaration for the same in the tender form.

4.1 All rates quoted must be FOR destination/site where the application software is to be installed, and should include all incidental charges except Central/Rajasthan Sales Tax, which should be shown separately in the Format for Price Quotation only. In case of local supplies the rates should include all taxes, etc., and RSIC will not pay any cartage or transportation charges.

4.2 **Specifications:** All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ISO/other specifications / certifications, those articles should conform strictly to those specifications/ certifications.

4.2.1 The supply shall be of very best quality and description. The decision of the purchase officer/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding.

5. **Inspection:**

5.1 The RSIC Officer or his duly authorized representative shall at all reasonable time have access to the bidder premises and shall have the power at all reasonable time to inspect and examine the quality and workmanship of the application software during development process or afterwards as may be decided. Inspection shall be made at installation site.

5.2 The bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

5.3 Supplies when received shall be subject to inspection to ensure whether they conform to the specifications. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

5.4 In case of Test. Samples shall be drawn in four sets by giving the serial numbers on random basis of the sets supplied, properly sealed in the presence of the RSIC representatives.
6. Rejection:

Application Software not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Purchase Officer.

If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the 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.

The rejected Application software and documents shall be removed by the bidder within 3 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 bidder’s risk and on his account.

7. Earnest Money

A. Technical Bid must be accompanied by Earnest Money of Rs. 5,000/- (Five thousand only). Tenders submitted without earnest money will not be considered. Earnest money should be deposited in either of the following forms in favour of "The Rajasthan Small Industries Corporation Ltd.", JAIPUR.

i. Demand Drafts/ Bankers Cheque/ Pay Order only of the scheduled Bank.
ii. No interest will be paid by the corporation on the Earnest Money

B. Refund of earnest money: The earnest money of unsuccessful tenderer shall be refunded soon after final rejecting of the tender.

8. Forfeiture of earnest money: The earnest money will be forfeited in the following cases

i. When tenderer withdraws or modifies the offer after opening of tender.
ii. When tenderer does not submit the undertaking within the specified time.
iii. When the tenderer does not deposit the security money after the maintenance order is given.
iv. When he fails to commence the maintenance of items as per maintenance order within the time prescribed.

9. (1) Undertaking and security deposit:

i. Successful tenderer will have to submit an undertaking as per the Annexure – I (on non-judicial stamp paper, as applicable, at present Rs. 100/-) within a period of 7 days of receipt of order and deposit security equal to 5% of value of the tender for which tenders are accepted subject to the minimum of Rs. 5,000/- within 7 days from the date of release of order.
ii. The earnest money deposited at the time of tender will be adjusted towards security amount.
iii. No interest will be paid by the corporation on security money.
v. The forms of security money shall be as below:
   a. Demand Draft/Bankers Cheque/ Pay Order only of the scheduled Bank.
iv. The security money shall be refunded after expiry of AMC contract and submission of a certificate from RSIC, Ltd. to the effect that services have been rendered satisfactorily during the period of AMC and no amount is recoverable under the penal clause.

(2) **Forfeiture of Security Deposit:** (i) Security amount in full or part may be forfeited in the following cases:

   (a) When any terms and conditions of the contract is broken.
   (b) When the tenderer fails to maintain the software satisfactorily.
   (c) When an undertaking is not submitted within prescribed period.
   (d) Notice of two weeks time will be given in case of forfeiture of security deposit. The decision of the Corporation in this regard shall be final.

10. **Delivery & Installation:**

   a) The bidder whose tender is accepted shall arrange to supply the ordered material as per software terms and conditions mentioned in Delivery & Installation of ordered items would be completed within the time period mentioned in work order
   b) Transportation: All goods must be sent freight paid.
   c) Warranty/ Guarantee Clause:

   Five years on all the items supplied as per purchase order. The bidder would give comprehensive onsite/online integration, maintenance support that the application software would continue to conform to the description and quality as specified for a period of one year from the date of delivery & installation of the said goods/ stores/ articles / software to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/article/ software, if during the aforesaid period of one years on hardware / Application software, the said goods/ stores/ articles/software be discovered 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), the purchaser will be entitled to reject the said goods/ stores/ articles/software or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/ stores/software will be at the seller’s risk and all the provisions relating to rejection of goods etc., shall apply. The bidder shall if so called upon to do, replace the goods etc., or such portion thereof as is rejection by Purchase Officer, otherwise the 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.

In case of machinery and equipment also, guarantee as mention in clause (ii) above the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above said period so as to make machinery and equipments operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

d) In case of machinery and equipment specified by the Purchase officer the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

11. **Insurance:** The documents and application software will be delivered at the destination. The SDP, if he so desires may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war, rebellion, riot, etc.,) The insurance charges will be borne by the SDP and Tendering Authority will not pay such charges if incurred.

12. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the specified period.

13. **Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the SDP along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
Attachment of Documents in the Bid - Checklist

<table>
<thead>
<tr>
<th>S. No.</th>
<th>List of Documents</th>
<th>Whether enclosed (Yes or No)</th>
<th>Annexed as</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cover Letter</td>
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<td>2.</td>
<td>Details of the authorized contact person of the Bidder</td>
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<td>3.</td>
<td>Tender form duly signed</td>
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<td>4.</td>
<td>The proposed Project Team Structure with roles and responsibilities of key top management and technical staff.</td>
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<td>5.</td>
<td>Documentation showing the proof of having fulfillment of eligibility conditions</td>
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<td>6.</td>
<td>Proposed methodology for undertaking this assignment</td>
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<td>7.</td>
<td>Earnest Money Deposit in favour of RSIC</td>
<td></td>
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<td>8.</td>
<td>Any general information that the Bidders wish to provide, but is not specifically requested, should be attached separately.</td>
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<td>10.</td>
<td>Certificate of Incorporation/ Articles of association/ Partnership Deed, PAN etc.</td>
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<td>11.</td>
<td>Copies of relevant experience certificates</td>
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<tr>
<td>12.</td>
<td>Addresses of Bidder’s offices (1) in Rajasthan.</td>
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</tbody>
</table>