

Notice Inviting Bid

TENDER FEES Rs.500/- (Non Refundable)

Name of Work:

Supply of IT Infrastructure

(Like

1. Laptop, Desktop Computer, Laser Printer, Scanner & Laser Multifunctional Printer
2. UPS
3. Projector
4. CCTV
5. Restructuring of LAN & FMS Services
6. Computer Furniture
7. Software
8. Peripherals)

SINGLE PART AND TWO PART BIDS

S.No.	Particular	Bid Security(EMD)
1.	Laptop, Desktop Computer, Laser Printer, Scanner & Laser Multifunctional Printer	25000
2.	UPS	3000
3.	Projector	1000
4.	CCTV	2000
5.	Restructuring of LAN & FMS Services	5000
6.	Computer Furniture	1000
7.	Software	2000
8.	Peripherals	
	A. Hard disk	500
	B. RAM	500

Date of NIT Published: 04.01.2014
Last Date of Submission: 20.01.2014 till 6 PM
Date of Opening of Tender 21.01.2014 at 12.00 Noon

The Rajasthan Small Industries Corporation Limited

(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme,
Jaipur -302005 TELEPHONE :- +91-141-2227267 & FAX : +91-141-5115766
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Dainik Bhaskar All Rajasthan Edition on 4.1.2014



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NOTICE FOR INVITING TENDER

(A) Sealed Bids are invited upto 6 PM of 20.1.2014 for supply of IT Infrastructure. Tender document shall be purchased from Head Office.

(B) The Corporation proposes the auction of Condemned/Unserviceable Computers/Peripherals lying at Head Office, Jaipur at 12.00 a.m. on 20.1.2014 on as is where basis. Auction starts from 12:00 a.m. on 20.1.2014 and will continue till goods are sold off.

For details terms and conditions visit our website www.rajsico.gov.in

Chairman & Managing Director

Abbreviations & Definitions

RSIC	The Rajasthan Small Industries Corporation Limited
GOR	Government of Rajasthan
Act	The Rajasthan Transparency in Public Procurement Act, 2012 and Rules 2013, Government of Rajasthan, Rajasthan
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 be construed accordingly
Procuring Entity /Purchaser/ Tendering Authority/ Buyer	Person or entity that is a recipient of a good or service provided by a Bidder / Supplier/Seller under a purchase order or contract of sale.
Bidder / Supplier/Seller	A company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.
Bidding Document	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
Authorised Signatory	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.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	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. Also called as EMD.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date mention in the Work Order
AoC	Award of Contrat
AoS	Award of Service
BoS/ BoQ	Bill of Service/Bill of Quantity
PQ	Pre Qualfication
BG	Bank Guarantee
Day	A working calendar day as per Government of Rajasthan
INR	Indian Rupee
ITB	Instruction to Bidders
LD	Liquidated Damages

MAF	Manufacturer's Authorization Certificate
NIB	Notice Inviting Bid
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PSD/ SD	Performance Security Deposit/ Security Deposit
Services	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
SLA	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.
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

Section 1: Project Profile & Background Information

The Rajasthan Small Industries Corporation Limited (A Government of Rajasthan Undertaking) was established in the year 1961. Rajasthan Small Industries Corporation Limited was created by the State government of Rajasthan with a vision to **promote Rajasthan Handicrafts in International, National and Niche markets under the brand Rajasthali.**

RSIC has been **providing marketing support to Artisans & Craftspeople through a chain of Rajasthali outlets in Jaipur, Mumbai, Delhi, Agra, Srinagar, Mt. Abu, Udaipur, Kolkatta etc.**

According to the promises and commitments of the Rajasthan Government, RSIC is continuously **facilitate exports from Rajasthan by providing logistics support through Inland Container Depots (ICDs) at Jaipur, Jodhpur, Bhiwadi, Bhilwara and Air Cargo Complex (ACC) at Sanganer, Jaipur.**

To provide industrial raw material such as Coal, Iron & Steel, Polymer Products to SSI units on demand.

The initiative of the e-governance projects the major work area is being rendered through IT based solutions. Many activities are now performed through IT support solutions. The requirement of Supply *Laptop, Desktop Computer, Laser Printer, Scanner, & Laser Multifunctional Printer, UPS Projector, CCTV, Restructuring of LAN & FMS Services, Computer Furniture, Software, Peripherals* will facilitate use of computing devices.

Section 2: Pre-Qualification / Eligibility Criteria

The following criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences will be rejected out rightly. The condition from 1 to 8 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Bidder Entity	Joint ventures or Consortiums are NOT allowed to bid or meet the eligibility criterion. Bidder should bid on it's own strength and meet all eligibility criteria.	The bidder is required to furnish a self-declaration on letter head.
2.	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.	a) Certificates of incorporation b) Registration Certificates
3.	Turn Over	The Bidder should have average annual turnover of Rs. 20.00 Lacs in last three financial years i.e. 2010-2011, 2011-12, 2012-13	Certificate from the Chartered Accountant based on Extracts from the audited/Unaudited Balance sheet and Profit & Loss.
4.	Supply Experience	The bidder must have successfully executed supply of Computer Hardware to at least one Govt Department with at least single order value of Rs 5 lacs in last three financial years i.e 2010-2011, 2011-12, 2012-13.	The bidder is required to furnish the details of the Supply order / Purchase order / Invoice and Implementation Certificate by client.
5.	Tax registration and clearance	The Bidder should have a registered number of a. VAT/Sales Tax where his business is located b. Income Tax / Pan Number c. The Bidder should submit VAT/ Sales Tax clearance certificate.	Copies of relevant(s) Certificates of registration. VAT clearance certificate valid up-to 30/09/2013 from the Commercial Taxes Officer of the Circle concerned.

6.	Manufacturer's Authorization Certificate	<p>The bidder must be manufacturer or authorized Distributor / Dealer / Channel partner of OEM for the eight items proposed in the technical bid, as mentioned below.</p> <ol style="list-style-type: none"> 1.Laptop,.Computer,.Printer,Scanner , 2. UPS 3.Projector, 4CCTV, 5. Restructuring of LAN & FMS Services 6. <i>Computer Furniture</i> 7. <i>Softwares</i> etc. 8.Peripherals 	<p>The bidder is required to submit Authorization of OEM in original in suggested format of Manufacturer's Authorization Form (MAF) available in the tender document for the items quoted. In case OEM does not have any office in India such an Authorization Certificate must e furnished from OEM's authorized distributor in india.</p>
7.	Technical Specifications of Items	<p>The quoted product should fulfil all the technical specification laid in the tender document mentioned in Annexure - 2 (Technical Specifications of Items). The Bidder should enclose relevant catalogues, brochures, etc. in support of all the items quoted.</p>	<p>The bidder is required to furnish Make, Modal/Part number of the quoted item. If required, RSIC will confirm the specifications from the data sheet/ documents available on official website of the manufacturer.</p>
8.	Declaration Regarding Qualifications under Section 7 of the Act	<p>A declaration regarding qualifications of the Bidder as required under Section 7 of the Act be given in specified format given in Bid Document</p>	<p>On Bidder's Letter Head</p>

Section 3: Scope of Work

RSIC wishes to procure items for Supply of Laptop/Desktop/Printer/Scanner/Projector/CCTV/LAN Device and equipments. The broad scope of work will be as under:

1. Supply and Installation:

A. Supply of products - The Successful bidder shall

- I. Supply all the items and provide warranty for all the items supplied and installed.
- II. Supply all the software with genuine licenses under the name of RSIC, with updates and patches during the warranty period.

B. Installation -

- I. The successful bidder shall install the Items at RSIC, Head Office and its units.
- II. The successful bidder shall maintain complete configuration (in hardcopy & softcopy) details of all the items supplied and installed by him and the same shall be submitted to RSIC along with the installation report.

2. Documentation:

The successful bidder should submit delivery and installation Challan(s) with hardware configurations.

3. Project Deliverables, Milestones & Time Schedule:

The successful bidder is expected to carry out all ground work for Supply, Installation including documentation, coordination with RSIC. Certain key deliverables are identified for each of the milestones, which are mentioned hereunder. However, bidder should take approval of templates of all the reports from RSIC before submission of deliverable to purchaser.

S.No.	Event	Deliverables	Timelines	Item Covered
Milestone-1: Item delivery.				
1.	Delivery of items as per Annexure-1 (Bill of Material/ Bill of Quantity).	Delivery Challan signed by the RSIC.	Within 4 weeks of Work Order date	All items
Milestone-2: Installation and Commissioning complete in all respect.				
2.	Installation and Commissioning of items as per Annexure-1 (Bill of Material/ Bill of Quantity).	Installation Report (with configuration details) signed by RSIC.	Within 30 days of Work Order date	All items

Section 3: Instruction to Bidder (ITB)

1. 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 one day prior to the date of opening of Bid.

- b) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2. Details of Procurement Official

- a) Bidder may Contact Procurement Official to get information as per Annexure-4.

3. 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. 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.

5. Format and Signing of Bids

- a) Bidders must submit their bids offline at RSIC,Udyog Bhawan, C-Scheme, Jaipur
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Instrument/ Proof of submission
3.	Bid Security (EMD)	Instrument/ Proof of submission
Authorizations / Undertakings / Declarations		
4.	All the documents mentioned in the "Authorizations / Undertakings / Declarations".	As Per Annexure-3 Part-A: Technical Bid Evaluation Checklist (as per the format mentioned against the respective "Authorizations / Undertakings / Declarations" clause).
Technical Eligibility Documents		
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As Per Annexure-3 Part-B: Technical Bid Evaluation Checklist (as per the format mentioned against the respective 'Eligibility Criteria' clause).

- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid	As per format available in the Tender Document

- f) 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.

6. Cost & Language of Bidding

- 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.
- The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7. Bid Security (EMD): Every bidder, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- Bid security instrument or cash receipt of bid security shall necessarily accompany the technical bid.
- 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.
- The bid security of unsuccessful bidders shall be refunded soon after final acceptance and of successful bid and signing of Agreement and submitting performance security and only after work order completed.
- EMD will be deposited as per details mentioned in Front Page of Tender Document according to participation of the bidder in particular items. The EMD will be deposited cumulatively mentioned at Front Page of Tender Document according to participation of the bidder for more than one items. Bidder can participate more than one item and shall deposit the EMD accordingly.
- Bid Security of Successful bidder adjusted in Performance Security Deposit and refunded after the expiry of the Warranty Period of the Items.

- i) 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.
- j) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
- k) No interest shall be payable on the bid security (EMD).
- l) 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.
- m) 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.

8. Deadline for the submission of Bids

- a) Bids shall be received offline at RSIC , Head Office, Udyog Bhawan, Tilak Marg,C-Scheme, Jaipur and up to the time and date specified in the NIB.

9. Withdrawal, Substitution, and Modification of Bids

- a) Bidder may not able to withdraw its Bid or re-submit its Bid (technical and / or financial cover)

10. Opening of Bids

- a) The Bids shall be opened by the Bid Opening Committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised 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 bidder's 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

- (only for the bidders who have submitted the prescribed fee(s) to RSIC).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
 - f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
 - g) 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.

11. Selection Method: The selection method is Least Cost Based Selection On individual Part ((Like 1.Laptop, Desktop Computer, Laser Printer, Scanners, Multifunctional Printer, 2. UPS, 3. Projector, 4.CCTV, 5 Restructuring of LAN & FMS Services 6. Computer furniture, 7. Software etc. 8. Peripherals of bids (LCBS or L1).

12. 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 in writing.
- 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.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

13. Evaluation & Tabulation of Technical Bids

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, Registration Certificate, VAT/ CST clearance 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 about the date, time and place of opening of their financial Bids.
- 14. 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 Opening 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.
- g) The bid shall also be evaluated Item wise and marked L 1, L2, L3 etc. L1 being lowest offer for particular Item and then others in ascending order.
- h) 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
- i) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- j) 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.

15. 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) 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.

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

16. Comparison of rates of firms outside and those in Rajasthan: While tabulating the financial Bids of on the rates quoted by the firms of Rajasthan and from outside Rajasthan for financial bid evaluation purpose including all taxes.

17. Price/ purchase preference in evaluation: Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

18. Negotiations

- a) 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.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) In case of the lowest financial bid ((Like 1.Laptop,Desktop Computer, Leaser Printer, Scanners, Multifunctional Printer, 2. UPS, 3. Projector, 4.CCTV, 5. Restructuring of LAN & FMS Services 6. Computer Furniture 7. Software etc.) value in total but higher bid value in any one or more item(s), the evaluation committee reserves the right to give the counter-offer to L1 bidder on total bid value (with same lowest values for the Item (s)) in the interest of RSIC. In case L1 bidder on total value rejects the counter-offer then the L1 bidder for particular item(s) will be considered.
- 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, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) 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.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19. Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify 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 or via email;

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.

22. 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.

23. 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.

24. Right to vary quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased by a specified percentage, but such increase or decrease shall not be more than 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- b) 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 except otherwise provided in the Conditions of Contract.
- c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

25. Performance Security:

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders.
- b) The amount of performance security shall be 5% of the amount of supply order of procurement of goods and services..

- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Fixed Deposit Receipt (FDR) of a scheduled bank and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified as 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:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) Performance security will only be refunded after successfully completion of the contract and after the expiry of warranty period on the items as mentioned in the tender.

26. 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 despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched 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.

27. 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: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. 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 authorised 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.

28. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any 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 whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

29. Code of Integrity and no Conflict of Interest

- a) Any person participating in the procurement process shall -
 - i. not offer any bribe, reward or gift or any material benefit either directly or indirectly

in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
 - v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vi. not obstruct any investigation or audit of a procurement process;
 - vii. disclose conflict of interest, if any; and
 - viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
- b) **Conflict of Interest**:-A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
 1. have controlling partners/shareholders in common; or
 2. receive or have received any direct or indirect subsidy from any of them; or
 3. have the same legal representative for purposes of this Bid; or
 4. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
 5. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 6. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
 7. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
 - ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
 - iii. Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, 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 action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

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.

31. Grievance Redressal during Procurement Process and Appeals

The designation and address of the **First Appellate** Authority is Principal Secretary / Additional CMD, Rajasthan Small Scale Industries Corporation Limited, Jaipur (Rajasthan)

The designation and address of the **Second Appellate** Authority is Nominee of Secretary Industries, GOR, Secretariat, Jaipur (Rajasthan)

1. Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
4. Appeal not to lie in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
5. Form of Appeal
 - (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
6. Fee for filing appeal
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second 'appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
7. Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- 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.
- 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.
- 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:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
 - b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager,

secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

- c) For the purpose of this section-
 - a. "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
 - b. " Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) 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.

35. Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) 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.

36. Monitoring of Contract

- a) Procurement committee may be monitor the progress of the contract during its delivery period.
- b) During the delivery period the committee 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.
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.
- d)

- 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.

Section 4: General Terms & Condition of Bid & Contract

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

1. **Definitions:** For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -
 - a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - d) "Day" means a working calendar day.
 - e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
 - g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
 - h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
 - i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
 - j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
 - k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
 - l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

2. **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.
3. **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.

4. 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. 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, integration, testing, commissioning, training, and initial maintenance.
- b) The OEM / Bidder 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 within next business day or maximum 30 hours.
- c) The OEM / Bidder of the quoted product should also have its direct representation in India in terms of registered office. The presence through any Distribution / System Integration partner agreement will not be accepted.
- d) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6. Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.

8. 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 any hardware that is declared or is likely to be declared End of Sale within next 12 months and End of Service / Support within next 24 months, from the bid closing date. OEMs are required to mention this in the MAF for all the quoted hardware. If any of the hardware is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9. Delivery

- 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 offices / locations mentioned in the PO / WO.
- d) Shifting the place of delivery: The user will be free to shift the place of delivery 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.

10. 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.

11. 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.

12. Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

13. Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken / damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RSIC.
- c) The balance, if any, shall be demanded from the Supplier / Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14. Taxes & Duties

- a) The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier / Selected Bidder as per the law in force at the time of execution of contract.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government Treasury in proper revenue receipt head of account.
- c) 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.
- d) 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.
- e) Revision in VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- f) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

- 15. Copyright:** The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier / Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier / Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

16. 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: -
 - a. the Purchaser or Supplier / Selected Bidder need to share with RSIC or other institutions participating in the Contract;
 - b. now or hereafter enters the public domain through no fault of that party;
 - c. 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 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.

17. Sub-contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser / Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

18. Specifications and Standards

- a) 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 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 article supplied conforms to the specifications shall be final and binding on the supplier / selected bidder.
- b) Technical Specifications and Drawings
 - a. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - b. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- c) The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- d) 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.
- e) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- f) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

19. 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.

20. Insurance

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

21. Transportation

- a) The supplier / selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of 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.
- b) 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 / selected bidder's bill.

22. 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.

23. Inspection / Testing charges: Inspection / Testing charges (for engaging third party if any) shall be borne by the supplier/ bidder/ selected bidder.

24. Rejection

- a) Articles / Goods 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 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 / goods 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.

25. Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and / or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier / selected bidder.
 1. The supplier / selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 2. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 3. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:

- i. When delay has occurred due to delay by RSIC in performing any of the duties to be performed by them as mentioned in the Chapter titled “Scope of Work, Deliverables and Timelines”.
 - ii. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by RSIC as per terms of the contract.
4. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 5. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and / or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 6. If RSIC is in need of the good and / or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and / or installation / completion / commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and / or service which the supplier / selected bidder has failed to supply or complete : -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed delivery period, successful installation and completion of work.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation and completion of work.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation and completion of work.	7.5 %
d.	Delay exceeding three fourth of the prescribed delivery period, successful installation and completion of work.	10.0 %

1. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
2. The maximum amount of liquidated damages shall be 10%.
3. The percentage refers to the payment due for the associated milestone.

26. Limitation of Liability: Except in cases of gross negligence or wilful 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.

27. Change in Laws & Regulations: Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and / or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

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

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: -
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery; and
 - d. 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.

30. Termination

a) Termination for Default

- a. The tender sanctioning authority of RSIC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - i. 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 RSIC; or
 - ii. 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
 - iii. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - iv. If the supplier/ selected bidder commits breach of any condition of the contract.
- b. If RSIC terminates the contract in whole or in part, amount of PSD may be forfeited.
- c. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

- b) **Termination for Insolvency:** RSIC 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 RSIC.

c) Termination for Convenience

- a. RSIC, 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.
- b. 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.

- b. 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:
- i. To have any portion completed and delivered at the Contract terms and prices;
and/or
 - ii. 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.

31. Settlement of Disputes

- a) **General:** If any dispute arises between the supplier / selected bidder and RSIC during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / selected bidder.
- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract / agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee as decided by RSIC for decision, if the amount of the claim is more than Rs. 50,000/-.
- c) **Procedure for reference to the Standing Committee:** The supplier / selected bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RSIC's stand before the standing committee. From the side of the supplier / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RSIC. The standing committee, if it so decides, may refer the matter to the empowered committee as decided by RSIC.
- d) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

Section 5: Special Terms & Conditions of Bid & Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Contracting

Under this contract Sub-Contracting is not allowed by the successful bidder(s).

2. Payment Terms and Schedule

a) Payment schedule for the bid will be as per details given below:

Sr. No.	% age of total payment as quoted by bidder in Financial bid	Condition/ Event
1.	No Advance payment shall be made.	
2.	80% of Work order Value	On Completion of Mile Stone - 1
3.	20% of Work order Value	On Completion of Mile Stone – 2 and Submission of proof by successful bidder, from respective OEMs for the said warranty/ support & subscription period, in the form of a warranty/ support & subscription certificate or information available on official website of the OEM, for all the IT Infrastructure items:

- b) The successful bidder will make the request for payment in writing, accompanied by invoices describing, as appropriate, the supply, and by the required documents submitted pursuant to the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the successful bidder.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) 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 running bill subject to bill amount.

Annexure-1: Bill of Material (BoM) / Bill of Quantity & Warranty

S.No	Component	Items (Specification are as per Annexure-2)	Location of Supply & Installation	Unit	Warranty
1	Laptop (i7)	(Specification are as per Annexure-2)	1.MD RSIC-1 2. AO(F)-1 3.Comp. Secretary-1 4. AGM(HC)-1 5. Systems Cell-1	5	Min. 3 years 8x5xNBD from OEM
	Desktop (I7) with TFT 3rd Generation	(Specification are as per Annexure-2)	1. Marketing Cell-1 2. RM Cell-1 3. Personnel- Cell-1 4. Handicrafts Cell-1 5. Comp. Affairs Cell-1 6. EIS Cell-1 7. CMD Cell-1 8. Finance Cell-1 9. Tax Cell-1 10. OSD(A&F)-1 11. Audit Cell-1 12. Chairman Cell-1 13. Rajasthali Delhi-1 14. Rajasthali Kolkatta-1 15. Rajasthali Udaipur-1 16. Systems Cell-1 17. ICD Jaipur-1 18. ICD Jodhpur-1 19. Air Cargo Complex-1 20. GAC Cell-1 21. PF Cell-1	21	Min.3 years
	Laser Black Printer	(Specification are as per Annexure-2)	1. CMD RSIC-1 2. AO-1 3. Company Sect.-1 4. AGM(HC)-1 5. AAO(F)-1 6. OSD(F)-1 7. Marketing Cell-1 8. RM Cell-1 9. Personnel- Cell-1 10. Handicrafts Cell-1 11. Comp. Affairs Cell-1 12. EIS Cell-1 13. Finance Cell-1 14. Tax Cell-1 15. Chairman Cell-1 16. Rajasthali Delhi-1 17. Rajasthali Kolkatta-1 18. Rajasthali Udaipur-1 19. ICD Jaipur-1 20. ICD Jodhpur-1 21. Air Cargo Complex-1	24	Min. 3 year

			22. OSD(A&F)-1 23. PF Cell-1 24. GAC Cell-1		
	Multifunction Network Colour and Black white Printer Laser Printer and multi scanner	(Specification are as per Annexure-2)	Server Room	1	Three year
	MFP Print Fax Scan Copy Printer	(Specification are as per Annexure-2)	CMD Cell-1	2	Three year
	Flat Bad Scanner	(Specification are as per Annexure-2)	ICD Jaipur-1 ICD Jodhpur-1 Air Cargo Complex-1 Marketing Cell-1 Handicrafts Cell-1	Three year	Three year
2	Online UPS 3 KVA With 1 Hrs Battery Backup	(Specification are as per Annexure-2)	Server Room	1	Three year
	Line interactive UPS 600 KVA With 20 min Battery Backup	(Specification are as per Annexure-2)	1. CMD RSIC-1 2. PA to CMD RSIC-1 3. AO-1 4. Company Sect.-1 5. AGM(HC)-1 6. AAO(F)-1 7. OSD(F)-1 8. Marketing Cell-1 9. RM Cell-1 10. Personnel- Cell-1 11. Handicrafts Cell-1 12. Comp. Affairs Cell-1 13. EIS Cell-1 14. Finance Cell-1 15. Tax Cell-1 16. Chairman Cell-1 17. Rajasthali Delhi-1 18. Rajasthali Kolkatta-1 19. Rajasthali Udaipur-1 20. ICD Jaipur-2 21. ICD Jodhpur-1 22. Air Cargo Comlex-1 23. OSD(A&F)-1 24. PF Cell-1 25. GAC Cell-1	26	Three year
3	Projector	(Specification are as per Annexure-2)	Server Room	1	Three year
4	CCTV Cameras 8/16 Camera	(Specification are as per Annexure-2)	Air Cargo Complex Sanagnaer Jaipur	16	Three year
5	Restructuring of LAN CAT 5/6 LAN and Power	(Specification are as per Annexure-2)	Head Office RSIC	Head Office	

	Management				
6	Revolving Computer Chairs	(Specification are as per Annexure-2)	AO(F)-1 Systems Cell-4 Personnel Cell-1 HC Cell-1 PS to CMD-1 PS to Chairman-1 Air Cargo Complex-6	15	Three year
7	MS Office 2010	(Specification are as per Annexure-2)	Server Room	1	Three year
	Tally ERP 9.00 Software	(Specification are as per Annexure-2)	For Head Office	1	Three year
8	Peripherals of RSIC main Server	(Specification are as per Annexure-2)	Server Room	1	Three year

Annexure-2: Technical Specifications of Items

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side only shall be considered and no extra weightage shall be awarded for such deviations.

S.No.1(A)	Laptop Computer	Standard Brand	Qty:5
MODEL NO. : I7			
<p>a. Processor : Mobile Intel core i7-2620 M,2.7 GHz with 4MB L3 Cache or higher, Sandy Bridge Configuration.</p> <p>b. Chipset & Motherboard : Intel 6 series or higher chipset on OEM motherboard.</p> <p>c. Memory : 4 GB DDR3-1333 RAM expandable upto 8 GB.</p> <p>d. HDD : 500 GB 5400 rpm (min.) SATA with shock absorbers.</p> <p>e. Display : Touch Screen 15.6 inch(30.73 cm) or above (TFT) active Matrix Display.</p> <p>f. Resolution : 1280x800 WXGA or higher</p> <p>g. Video controller : Mobile Intel HD Graphics,128 MB or higher of shared system memory.</p> <p>h. Wireless Connectivity : wireless Intel 802.11 b/g/n, Integrated Blue tooth.</p> <p>i. DVD Writer : Internal/External DVD Writer and Integrated stereo speaker.</p> <p>j. Key Board : Key Board with Touch Pad/Track Point.</p> <p>k. Expansion Port : 2 USB, Ethernet, microphone, headphone/ stereo, Docking Connector, Travel Battery Connector and other standard features.</p> <p>l. Operating system : Dos and Windows 8 Compatible</p> <p>m. Power Supply : 230V, 50 Hz AC Supply with rechargeable Battery Pack Comprising of LI-ION battery Suitable for approx.4hrs. operation complete with battery charger/adaptor.</p> <p>n. Carry case : To be provided.</p> <p>o. Weight : Less than 2 Kg (with DVD Writer).</p> <p>p. Antivirus for One year license copy</p> <p>Q. Warranty for 3 years</p>			

S.No.1(B)	Desktop Computer	Standard Brand	Qty:21	
MODEL NO. : I7				
<p>Intel core i7 Configuration</p> <ul style="list-style-type: none"> a. CPU : Intel Core i7-2600, 3.4 GHz, 8 MB Cache or better. b. Chipset : Intel Q67 Express or higher on OEM Motherboard. c. Bus Architecture : 4 PCI (PCI/ PCI Express) d. Memory : 4 GB 1066 MHz DDR3 RAM with 8 GB Expandability. e. Hard Disk Drive : 500 GB 7200 rpm Serial ATA HDD or higher. f. Monitor : 47 cm (18.5 inch)larger LED/ TFT Digital Colour Monitor TCO- 05 certified. g. Keyboard : 104 keys .Page 18 of 20 Download Date:26-NOV-13 h. Mouse : Optical with USB interface. i. Bays : 3 Nos. or above. j. Ports : 6 USB Ports (with at least 2 in front), audio ports for microphone and headphone in front. k. Cabinet : Small form factor (Max. 16 Litres). l. DVD ROM Drive : 8X or better DVD ROM Drive. m. Networking facility : 10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up,out of band management using any standard management software. n. Operating System : DOS and Windows 8 Compatible o. OS Certifications : DOS p. Power Management : Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password, Power supply SMPS Surge protected. q. Preloaded Software : Norton or McAfee or eTrust or e-Scan or Fore front or Trend Micro or PC Tool or Quick heal R. Antivirus (Latest Version) one year License. S. Warranty Three years 				

S.No.1(C)	Laser Black Printer Standard Brand	<table border="1"> <tr> <td data-bbox="623 159 802 323">Print speed</td> <td colspan="2" data-bbox="802 159 1247 323">14 A4 pages per minute (ppm), 15 letter-size ppm. First page out in as low as 10 seconds</td> </tr> <tr> <td data-bbox="623 323 802 554">Print resolution</td> <td colspan="2" data-bbox="802 323 1247 554">600 x 600 dpi with Resolution Enhancement technology (REt). 1200 dpi effective output quality (600 x 600 x 2 dpi with Resolution Enhancement technology (REt)).</td> </tr> <tr> <td data-bbox="623 554 802 785">Duty cycle</td> <td colspan="2" data-bbox="802 554 1247 785">8,000 single-sided pages per month (maximum) 1,000 single-sided pages per month (average) Warranty Three years</td> </tr> </table>		Print speed	14 A4 pages per minute (ppm), 15 letter-size ppm. First page out in as low as 10 seconds		Print resolution	600 x 600 dpi with Resolution Enhancement technology (REt). 1200 dpi effective output quality (600 x 600 x 2 dpi with Resolution Enhancement technology (REt)).		Duty cycle	8,000 single-sided pages per month (maximum) 1,000 single-sided pages per month (average) Warranty Three years		Qty 24																																		
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Duty cycle	8,000 single-sided pages per month (maximum) 1,000 single-sided pages per month (average) Warranty Three years																																														
S.NO. 1(D)	Flat Bed Scanner Standard Brand	<table border="1"> <tr> <td data-bbox="623 793 867 842">Light Source</td> <td colspan="2" data-bbox="867 793 1247 842">3-Colour (RGB) LED</td> </tr> <tr> <td data-bbox="623 842 867 890">Optical Resolution*¹</td> <td colspan="2" data-bbox="867 842 1247 890">2400 x 4800dpi</td> </tr> <tr> <td data-bbox="623 890 867 938">Selectable Resolution</td> <td colspan="2" data-bbox="867 890 1247 938">25 - 19200dpi</td> </tr> <tr> <td data-bbox="623 938 867 987">Scanning Bit Depth</td> <td colspan="2" data-bbox="867 938 1247 987"></td> </tr> <tr> <td data-bbox="623 987 867 1052">Grayscale</td> <td colspan="2" data-bbox="867 987 1247 1052">16-bit input 8-bit output</td> </tr> <tr> <td data-bbox="623 1052 867 1163">Colour</td> <td colspan="2" data-bbox="867 1052 1247 1163">48-bit input (16-bit for each colour) 48-bit or 24-bit output (16-bit / 8-bit for each colour)</td> </tr> <tr> <td data-bbox="623 1163 867 1211">Preview Speed*²</td> <td colspan="2" data-bbox="867 1163 1247 1211">Approx. 14secs.</td> </tr> <tr> <td data-bbox="623 1211 867 1283">Scanning Speed*³</td> <td data-bbox="867 1211 1040 1283">A4 / Colour / 300dpi</td> <td data-bbox="1040 1211 1247 1283">Approx. 16secs.</td> </tr> <tr> <td data-bbox="623 1283 867 1354">Line Scanning Speed*⁴ (Reflective)</td> <td colspan="2" data-bbox="867 1283 1247 1354"></td> </tr> <tr> <td data-bbox="623 1354 867 1402">Grayscale, B&W</td> <td data-bbox="867 1354 1040 1402">2400dpi:</td> <td data-bbox="1040 1354 1247 1402">5.6msec/line</td> </tr> <tr> <td data-bbox="623 1402 867 1451">Colour</td> <td data-bbox="867 1402 1040 1451">2400dpi:</td> <td data-bbox="1040 1402 1247 1451">16.7msec/line</td> </tr> <tr> <td data-bbox="623 1451 867 1499">Max. Document Size</td> <td data-bbox="867 1451 1040 1499">A4, LTR:</td> <td data-bbox="1040 1451 1247 1499">216 x 297mm</td> </tr> <tr> <td data-bbox="623 1499 867 1570">Scanner Buttons (EZ Buttons)</td> <td colspan="2" data-bbox="867 1499 1247 1570">4 buttons (PDF, AUTOSCAN, COPY, E-MAIL)</td> </tr> <tr> <td data-bbox="623 1570 867 1606">Interface</td> <td colspan="2" data-bbox="867 1570 1247 1606">USB 2.0 Hi-Speed</td> </tr> </table>		Light Source	3-Colour (RGB) LED		Optical Resolution*¹	2400 x 4800dpi		Selectable Resolution	25 - 19200dpi		Scanning Bit Depth			Grayscale	16-bit input 8-bit output		Colour	48-bit input (16-bit for each colour) 48-bit or 24-bit output (16-bit / 8-bit for each colour)		Preview Speed*²	Approx. 14secs.		Scanning Speed*³	A4 / Colour / 300dpi	Approx. 16secs.	Line Scanning Speed*⁴ (Reflective)			Grayscale, B&W	2400dpi:	5.6msec/line	Colour	2400dpi:	16.7msec/line	Max. Document Size	A4, LTR:	216 x 297mm	Scanner Buttons (EZ Buttons)	4 buttons (PDF, AUTOSCAN, COPY, E-MAIL)		Interface	USB 2.0 Hi-Speed		5	
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Interface	USB 2.0 Hi-Speed																																														

S.No.1(E)	MFP Print Fax Standard Brand	Functions <ul style="list-style-type: none"> • Print, copy, scan, fax Multitasking supported :Yes Print speed black:Normal:Up to 25 ppm Duty cycle (monthly, A4):Up to 8000 pages Print technology:Laser Print quality black (best):Up to 600 x 600 x 2 dp Display :2-line LCD (text) display Connectivity, standard :1 Hi-Speed USB 2.0 port <ul style="list-style-type: none"> • 1 10/100 Ethernet port Memory, standard :128 MB Scanner type:Flatbed, ADF Scan file format: JPEG, TIF, BMP, GIF, PDF, PNG Scan resolution, optical:Up to 1200 dpi Copy speed (normal):Black:Up to 25 cpm Copy resolution (black text):Up to 600 x 600 dpi Faxing :Yes Fax transmission speed:3 sec per page Fax resolution:Up to 300 x 300 dpi (halftone enabled) Speed dials, maximum number:Up to 120 numbers (Broadcast locations:119 locations Warranty Three years	1	
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S.No.1(F)	Multifunction Duplex Network Colour and Black white Printer Laser Printer and multi scanner Standard Brand	Functions : Print, copy, scan, Print speed, black (normal) <ul style="list-style-type: none"> • Up to 41 ppm Print speed, color (normal) <ul style="list-style-type: none"> • Up to 41 ppm Resolution (black) <ul style="list-style-type: none"> • Up to 600 x 600 dpi Resolution (color) <ul style="list-style-type: none"> • Up to 600 x 600 dpi Resolution technology <ul style="list-style-type: none"> • ImageREt 3600 Monthly duty cycle <ul style="list-style-type: none"> • Up to 40,000 pages Recommended monthly page volume <ul style="list-style-type: none"> • 1000 to 2500 Print Technology :Laser Display <ul style="list-style-type: none"> • 3.5" (8.89 cm) touchscreen, LCD (color graphics) Processor speed :600 MHz Number of print cartridges <ul style="list-style-type: none"> • 4 (1 each black, cyan, magenta, yellow) Paper trays, standard :2 Paper trays, maximum:3 Connectivity, standard <ul style="list-style-type: none"> • 1 Hi-Speed USB 2.0 port; 1 Host USB port (front-panel); 1 Fast Ethernet 10/100Base-TX network port; 1 WiFi 802.11 b/g/n; 1 RJ -11 (Fax); 1 RJ-11 (Phone only) 	Qty 1	
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		<p>Ports</p> <ul style="list-style-type: none">• 1 Hi-Speed USB 2.0; 1 Host USB; 1 Fast Ethernet; 1 WiFi 802.11 b/g/n; 2 RJ-11 <p>Compatible operating systems</p> <ul style="list-style-type: none">• Full software installs supported on: Windows 8, Windows 7 (32-bit and 64-bit), Windows Vista (32-bit and 64-bit), Windows XP (32-bit) (SP2 or higher); Driver only installs supported on: Windows Server 2008 (32-bit and 64-bit), Windows Server 2003 (32-bit) (SP3 or higher); Memory card compatibility• USB Flash drive <p>Memory, standard :192 MB</p> <p>Scanning : Get fast results with two-sided, single-pass scanning. Automatically remove blank pages from scans. Manage big jobs easily with a 100-sheet automatic document feeder that handles mixed paper sizes and weights.</p> <p>Warranty Three years</p>		
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S.No.2(A)	ONLINE UPS	Standard Brand	Qty:1	
MODEL NO. : 3KVA				
<p>1. General</p> <p>a. UPS shall be free from workmanship defects, sharp edges, nicks, scratches, burrs, etc. All fasteners shall be fixed properly. The equipment shall be complete with all parts and all parts shall be functional.</p> <p>b. Enclosures shall conform to protection requirement of IP2L1 to IS/IEC60947(PART-1)/2004</p> <p>c. By-pass facility shall be provided for maintenance of UPS.</p> <p>d. UPS shall supply output power and charging current at the same time.</p> <p>e. Switching device shall be MOSFET or IGBT and the same shall be confirm in their offer.</p> <p>f. Switching frequency shall be above 10 KHz and shall be declared in their offer.</p> <p>2. KW rating of the UPS shall be 0.70 times the KVA rating.</p> <p>3. Input a. 160V-260V, 50 +/-3% Hz single phase AC.</p> <p>4. Output a. 230V +/-1% (with alternative setting for 220V +/-1%) 50 +/-0.5Hz, single phase.</p> <p>5. Total harmonics distortion at output : 2% maximum for UPS up to 3KVA and 3% maximum for UPS above 3 KVA on resistive load. If total input harmonics are less than or equal to 10%.</p> <p>6. Efficiency (at rated KVA output, rated pf and rated o/p voltage and frequency)</p> <p>a. Overall efficiency (minimum) : 90%</p> <p>7. UPS power factor at rated load : better than 0.9 lagging.</p> <p>8. Over load : UPS shall withstand 20% overload for 10 minutes and 50% over load for one minute.</p> <p>9. Protections : Following protection shall be provided in UPS:</p> <p>a. Over voltage, short circuit, and overload at UPS output terminal.</p> <p>b. Under voltage at battery terminal.</p> <p>c. Over shoot and under shoot shall not be greater than 4% of rated voltage for duration of 40m sec. (maximum).</p> <p>10. Indicators and meters</p> <p>a. Following indicators shall be provided:-</p> <p>(i) Mains presence.</p> <p>(ii) Battery charging and discharging</p> <p>(iii) Output overload</p> <p>(iv) Low battery voltage.</p> <p>11. Battery bank:</p> <p>a. UPS shall be supplied with SMF VRLA battery only.</p> <p>b. Tenderers shall declare battery AH capacity, battery voltage, number of batteries of each rating, make and model of batteries offered with each item of UPS.</p> <p>c. Batteries for UPS shall be of registered batteries duly type tested to JIS C 8702 from Govt lab.</p> <p>d. Minimum VAH rating of battery bank for different duration of back up time shall be as detailed below:</p> <p>UPS rating Min.VAH in KVA 60 minutes back up Time 3 KVA 4800 Battery Stand with Wheels Warranty Three years</p>				

S.No.2(B)	Line Interactive UPS	Standard Brand	Qty:26	
MODEL NO. : 600KVA				

	Line Interactive UPS 600 KVA	<p>TECHNICAL SPECIFICATIONS:</p> <p>1. General Requirements:</p> <p>(a) UPS shall be free from workmanship defects, sharp edges, nicks, scratches, burs, etc. All fasteners shall be fixed properly. The equipment shall be complete with all parts and all parts shall be functional.</p> <p>(b) Enclosures shall conform to protection requirement of IP2L1 to IS/IEC: 60947-1/2004 (Part 1)/1993 (reaffirmed 2004).</p> <p>(c) Switching device shall be MOSFET or IGBT and the same shall be declared in the offer by the tenderers.</p> <p>(d) Switching frequency shall be above 50 Hz and shall be declared in the offer.</p> <p>2. Switching over time from AC mains to UPS mode on power failure should be 10 milliseconds maximum.</p> <p>3. Input : 160 to 280V, 50 +/- 3 Hz Single Phase AC.</p> <p>4. Output :</p> <p>(a) AVR output voltage in AC mode : 230 Volts +/- 9%, 50 +/- 3 Hz.</p> <p>(b) UPS output voltage in battery mode : 230 Volts +/-10%, 50 +/-0.5 Hz at Load power factor of not less than 0.6 lag.</p> <p>5. Total Harmonics distortion: 40% maximum to be measured in DC mode.</p> <p>6. Inverter Efficiency (at rated output voltage and frequency): Minimum 70%</p> <p>7. Regulation:</p> <p>Total variation of voltage from no load to full load shall not exceed 10% and at no point the output voltage should go beyond the permissible band of 230 Volts +/-9% .</p> <p>8. Overload : UPS shall withstand 10% overload for at least 10 minutes in mains mode.</p> <p>9. Protections :</p> <p>(a) If Input voltage goes outside the range 160 to 280 Volts, the system shall switch over to battery mode.</p> <p>(b) Over voltage, short circuit and overload protection at UPS output terminals.</p> <p>(c) Protection against over discharge- The load shall cut-off as soon as voltage of battery terminals falls below 10.5 V for 12 Volts and 21 V for 24 Volts battery system.</p> <p>10. Indicators and meters: Following indicators shall be provided:</p> <p>(i) Mains mode.</p>		
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		<p>(ii) UPS mode (iii) Battery Low</p> <p>11. Battery Bank : (Backup time 20 Minutes)</p> <p>(a) The batteries shall be of 12 Volts Sealed Lead Acid Valve Regulated Type (VRLA) as per JISC:8707/1992 or JISC:8702/1998. The supplier shall submit compliance certificate to the governing specification from OEM to the concerned D(QA) at the time of registration and inspection .</p> <p>(b) Suppliers shall declare battery AH Capacity, battery voltage, number of batteries of each rating, make and model of batteries offered with each item of UPS corresponding to the specified minimum VAH rating of battery bank.</p> <p>(c) In case, the batteries are not housed inside UPS cabinet, suitable enclosure/rack to mount these batteries shall also be supplied along with the batteries.</p> <p>(d) Batteries supplied shall be of registered make Warranty three years</p>		
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S.No.3	Projector	Warranty 3 years	Qty:1	
MODEL NO. : Projector				

		<p>Multi-media Projector 3LCD(3 years warranty) Multimedia Projector with wireless connectivity between PC and Projector Specification : A)Projector: 1.Throw ratio :Tenderers to indicate the throw ratio.(Ratio of distance/Image diagonal) 2.Zoom Ratio :Manual or Power,min. 10% (Actual Value to be indicated). 3.Computer compatibility :Compatible for the resolution as per schedule .(details of resolution supported shall be indicated by the bidder). 4. Video compatibility :PAL, SECAM, NTSC, HDTV,DTV. 5. Projection lamp :Tenderer should furnish part number voltage andexpected life of lamp. 6. Lamp Life (a) In normal mode :2000 hrs. (b) in eco mode :to be indicated (it corresponds to the lower illumination ,hence it shall not be considered as actual life of lamp. 7. Lamp hour counter :Built-in the projector. 8. Colour Brightness :3000 LM 9. Audio System :1.0 Watt RMS min with built in speaker for upto 2500 ANSI lumens, for projector of higher higher 2500 ANSI Lumens provision of inbuilt speaker will not be necessary. 10. Remote Control :Full Funtion remote control unit for projector standard features for all the items. 11. Terminal Ports with :HDMI/DVI and/or Analog RGB In , Audio IN,Video IN (RCA). 12. Power consumption :To be indicated by the tenderer for each item. 13. Contrast ratio :To be indicated by the tenderer for each item. 14. Power supply :210-240V, 50 Hz. 15. Operating conditions :10 Degree to 35 Degree C,80% RH. 16. Cables & connectors :The Projector shall include power cable and VGA cable (1.5 m for connecting to PC). For cables including power cable and VGA cable length 15 mtr. 17. Technology :3LCD 18. Supply and Installation Hanging Stand</p>		
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S.No.4	CCTV ACC Sanganer			
MODEL NO. : CCTV		Location Air Cargo Complex At Sanagner		

S.No.4		Complete CCTV Fixing Work at Air Cargo Complex with fixing of 16 Dome Camera with LCD Display and 16 Channel DVR.	Qty	
1.	Camera(Indoor)	IR Day-Night Vision, 1/3 Inch Sony Super HAD CCD Weather Proof IP66 20-30 Meters IR Distance , 0 Lux at IR 0.1 Lux at F 1.2/ 1.4 Minium 540 TVL Resolution, Minimum 36 LEDs, Lense 3.6mm/6 mm/8mm CE, FCC, Compliance with warranty three years	1	
2.	Cable	CCTV RT3/TR4 3+1 Wire in Copper with Casing	100 Mtr.	
3.	DVR	8/16 Port Video Inn & Out 1 Ch Audio IN& Out , 4 CIF Resolution on Realtime, 1TB Sata Hard Disk, 2USB , 2 Ports, LAN & WAN Support, Inbulit DDNS , VGA & BNC Output , CMS Server Support. With warranty three years	1	
4.	Power Supply	SMPS Power Supply for Camera 12V 10Amp	1	
5.	LCD Monitor	18.5"LCD TFT Monitor with warranty three years	1	
		Total		

S.No.5	Restructuring CAT 5/6 LAN and Power Management and FMS Services			
MODEL NO. : LAN				

S.No. 5		Restructuring of Head of Local Area CAT 5/6 Networking (As on Actual)	Qty	
		Installation and Laying of CAT 5/6 Cabling in Casing on Basement , Ground and First Floor (As on Actual)	100 Mtrs	
		LAN Ports As on Actual	1	
		Laying & Installation of electric Power Cable with Cashing for Power Management Power Socket at each location having Three to Four Power Switch ate each port (As on Actual)	100 Mtrs 1	
		Supply and Installation of Hub Racks(Wall Mounted) for two 24 port Switch: One at Basement and one at First Floor (As on Actual)	1	
		Per Call Basis FMS Services for Networking and System Software like Windows 8, 7, XP for server and all clients.	1	
		Total		

S.No.6	Computer Chair			
MODEL NO. : Computer Chair				
6	Computer Chair (Adjustable Cum Revolving Type)	Size in (WXDXH) mm: 650X650X1050,Seat (+Adj.): 425 +100,Type: Tilting,Seat Size: Split Seat 500 +/- 25,Back Type: Push Back,Arm set: Wit	15	

S.No.7	Software			Qty	
	MS Office 2010	Microsoft	Micros soft Office 2010	1	
	Tally ERP 9.00 Software	LANBase Tally Accouting Software having 5 User License copy on Local Area Networking with FSM	Tally Accounting Software ERP 9.00	1	

S.No.8	Peripherals of Server		qty	
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	HCL Xeon Main Server	(A) 1 Tara Bite HDD for HCL Xeon Server (B) RAM 4 GB RAM for HCL Xeon Serer	1 1	
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Annexure-3: Technical Bid Evaluation Checklist

Part – A: Authorizations / Undertakings / Declarations

S. No.	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1.	The Bidder should deposit Tender Fee, RISL Processing Fee, Bid Security (EMD) along with the Technical bid.	Instrument/ Proof of submission	
2.	Tender Form	As given in Annexure 5 on Bidders letterhead	
3.	Bidder's Authorization Certificate	As given in Annexure 6 on Bidders Letterhead	
4.	Self-declaration – No Blacklisting	As given in Annexure 7 on Bidder's Letterhead	
5.	Certificate of Conformity / No deviations	As given in Annexure 8 on Bidders Letterhead	
6.	Undertaking on authenticity of items	As given in Annexure 9 on Rs. 100 non-judicial stamp paper	
7.	Technical Bid Submission Sheet	As given in Annexure 11 on Bidder's Letter head	
8.	Financial Bid Undertaking	As given in Annexure 12 on Bidders Letterhead	

Part – B: Eligibility Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1.	Bidder Entity	Joint ventures or Consortiums are NOT allowed to bid or meet the eligibility criterion. Bidder should bid on it's own strength and meet all eligibility criteria.	The bidder is required to furnish a self-declaration on letter head.	
2.	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.	c) Certificates of incorporation d) Registration Certificates	
3.	Turn Over	The Bidder should have average annual turnover of Rs. 20 lakhs in last three financial years i.e. 2010-2011, 2011-12, 2012-13 .	Certificate from the Chartered Accountant based on Extracts from the audited/Unaudited Balance sheet and Profit & Loss.	
4.	Supply Experience	The bidder must have successfully executed supply of Computer Hardware to at least one Govt Department with at least single order value of Rs 5 lacs in last three financial years i.e 2010-2011, 2011-12, 2012-13.	The bidder is required to furnish the details of the Supply order / Purchase order / Invoice and Implementation Certificate by client.	
5.	Tax registration and clearance	The Bidder should have a registered number of a. VAT/Sales Tax where his business is located b. Income Tax / Pan Number c. The Bidder should submit VAT/ Sales Tax clearance certificate.	Copies of relevant(s) Certificates of registration. VAT clearance certificate valid up-to 31/06/2013 from the Commercial Taxes Officer of the Circle concerned.	

6.	Manufacturer's Authorization Certificate	The bidder must be manufacturer or authorized Distributor / Dealer / Channel partner of OEM for the items proposed in the technical bid, as mentioned in the tender document	The bidder is required to submit Authorization of OEM in original as given in Annexure 10 of the tender document for the items as mentioned. In case OEM does not have any office in India, such an Authorization certificate must be furnished from OEM's authorized distributor in India.	
7.	Technical Specifications of Items	The quoted product should fulfil all the technical specification laid in the tender document mentioned in Annexure 2 (Technical Specifications of Items). The Bidder should enclose relevant catalogues, brochures, etc. in support of all the items quoted.	The bidder is required to furnish Make, Modal/Part number of the quoted item. If required, RSIC will confirm the specifications from the data sheet/ documents available on official website of the manufacturer.	
8.	Declaration Regarding Qualifications under Section 7 of the Act	A declaration regarding qualifications of the Bidder as required under Section 7 of the Act be given in specified format given in Bid Document	On Bidder's Letter Head (Annexure 13)	

Annexure-4: Details of Procurement Official

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

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.
Sh.Ravi Shanker Agrawal	Company Secretary	rajsico@rajasthan.gov.in	0141-2227267 Ext(33)
			0141-5115766

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Annexure-5: Tender Form

1. Addressed to:

Name of the Procuring Entity	Company Secretary(Systems), RSIC
Address	The Rajasthan Small Industries Corporation Limited, Udyog Bhawan, Tilak Marg,C-Scheme Jaipur Rajasthan 302005
Telephone	0141- 2227267
Email	rajsico@rajasthan.gov.in (clearly mention the NIB no. in the subject of the mail)

2. Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation /Affiliation, if Any				

3. The requisite tender fee amounting to Rs. _____/- has been deposited vide Banker's Cheque/ DD No. _____ dated _____.

4. The requisite EMD amounting to Rs. _____/- has been deposited vide _____.

6. We agree to abide by all the terms and conditions mentioned in this form issued by the Tendering Authority and also the further conditions of the said 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 along with stamp of the firm).

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-6: Bidder's Authorization Certificate

To:

Company Secretary(Systems) [Procuring Entity]
 Udyog Bhawan, Tilak Marg
 C-Scheme, Jaipur-302005(Rajasthan)

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 Bidder	
Address:	
Authorised Signatory:	
Signed :	
Date :	
Pace :	
Seal of the Organization:	Signature Verified

Annexure-7: Self-Declaration – No Blacklisting

To:

Company Secretary(Systems)[Procuring Entity]
 Udyog Bhawa,Tilak Marg
 C-Scheme, Jaipur-302005(Rajasthan)

In response to the NIB Ref. No. _____ dated _____ for {Project Title}
 _____, as an Owner/Partner/Director of
 _____, I/ We hereby declare that presently our Company/ firm
 _____ or any of our group or associate companies,
 at the time of bidding, is having unblemished record and is not declared ineligible or has been
 issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a
 particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

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 our bid, to the extent accepted, may be
 cancelled.

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-8: Certificate of Conformity/No Deviation/ End of Service Support

To:

Company Secretary(Systems)
 Udyog Bhawan, Tilak Marg
 C-Scheme, Jaipur-302005(Rajasthan)

This is to certify that, the specifications of Hardware & Software 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 specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

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

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 Tender/ bidding Document. The end of service support date will not precede the expiry of warranty for the following items:

IT Infrastructure (Like – Laptop,Computer,Laser Printer, Scanner,UPS, Laser Multifunctional Printer (Duplex Print, Scan, Copy, with USB, Ethernet & Wireless)) with make/ model: _____

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-9: Undertaking On Authenticity of Items

To:

Company Secretary(System)[Procuring Entity]
 Udyog Bhawan, Tilak Marg,
 C-Scheme, Jaipur-302005(Rajasthan)

Reference: NIB No. : _____ Dated: _____

This has reference to the items being supplied/ quoted to you vide our 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 software, we undertake that the same shall be supplied along with the authorized license certificate. Also, that it shall be sourced from the authorized source for use in India.

We 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 EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-10: Manufacturer's Authorization Form (MAF) – Suggested Format

To:

Company Secretary(System) [Procuring Entity]
 Udyog Bhawan,Tilak Marg,
 C-Scheme, Jaipur-302005(Rajasthan)

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

Reference: NIB No. : _____ Dated:_____

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location_____} do hereby authorize {M/S _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Hardware/ Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/ model. This should be in sync with the overall proposed technical specification. Also, OEM shall provide to the bidder, the Compliance Sheets (duly supported by the datasheets) for all the products as per Technical Specifications mentioned in this bidding document.}

The item/ items (hardware/ software) being quoted is/are have not been declared or is likely to be declared End of Sale within next 12 months and End of Service / Support within next 36 months, from the bid closing date.

Yours faithfully,

Name :	M/s (Name of the manufacturer) (Authorized Signatory)
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-11: Technical Bid Submission Sheet

To:

Company Secretary(System)[Procuring Entity]

Udyog Bhawan, Tilak Marg,

C-Scheme, Jaipur-302005(Rajasthan)

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda No. _____.
2. We offer Hardware/ Software for Supply of in conformity and in accordance to the Bid Document.
3. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price for the due performance of the Contract;
5. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
6. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
7. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by any State/ Central government/ PSU/ UT or the Procuring Entity;
8. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
9. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
10. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
11. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2012 and this Bidding Document in this procurement process and in execution of the Contract.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-12: Financial Bid Submission Sheet

To:

Company Secretary(Systems) [Procuring Entity]
 Udyog Bhawan, Tilak Marg,
 C-Scheme, Jaipur-302005

We, the undersigned, declare that:

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We hereby confirm that I / We have bid for item/items mentioned in the Bill of Material (BOM) / Bill of Quantity.
3. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.
4. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
5. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.
6. I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
8. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
9. I/ We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure: 13- Declaration by the Bidder regarding Qualification
Under Section 7 of the ACT**

Declaration

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

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

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-14: Price Schedule**FINANCIAL BID(New Items)****PART(A)**

S.No	Component	Unit	Unit Rate (In Rs.) FOR destination including of all cost and all taxes except Rajasthan VAT but including CST (if Applicable)	Amount of VAT / CST %	Unit Cost Including VAT	Total Amount
1	Laptop (i7)	5				
	Desktop (I7)with TFT	21				
	Laser Black Printer	24				
	MFP Print Fax Scan Copy Printer	1				
	Multifunctional Duplex Network Colour and Black white Printer Laser Printer and multi scanner	1				
	Flat Bed Scanner	5				
2	Online UPS 3 KVA with Backup	1				
	Line Interactive UPS 600 KVA with Backup	26				
3	Projector	1				
4	CCTV Cameras 8/16 Camera	On Actual				
5	Restructuring of LAN CAT 5/6 LAN and Power Management including FMS Services	On Actual				
6	Revolving Computer Chairs	15				
7	MS Office 2010	1				
	Tally ERP 9.00 Software on Local Area Network 5 User	1				
8	Peripherals					
	Hard Disk 1 Tara Bit HCL Xeon Server	1				
	4 GB RAM for HCL Xeon Server	1				

Signature of Tenderer with Seal

Annexure-15: Agreement

(To be executed on a non-judicial stamp of Rs. 100.00)

Agreement

THIS AGREEMENT made on this day of between of (herein after "the Procuring Entity"), of the one part, and Of (here in after "the Supplier"), of the other part:

Whereas the procuring Entity invited Bids for and has accepted a Bid by the Supplier for the sum of (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Procuring Entity's Notification to the Supplier of Award of Contract And Award of Services;
 - b) Pre-Qualification / Eligibility Criteria ;
 - c) Scope of Work ;
 - d) Instruction to Bidder (ITB) ;
 - e) General Terms & Condition of Bid & Contract ;
 - f) Special Terms & Conditions of Bid & Contract ;
 - g) The Notice Inviting Bids ; and
 - h) All Annexure's.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity for Supply of Laptop and Multi-Functional Device and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of Supply of and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

For the Supplier

Name:
Designation :
Address :
Signed by:
Witness 1 :

**For the Procuring Entity (On behalf of RSIC/
the Procuring Entity)**

Name
Designation
Address :
Witness 2:

**Annexure-16: Memorandum of Appeal under the Rajasthan Transparency in
Public Procurement Act, 2012**

FORM No. 1

[See rule 83]

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

_____(Supported by an affidavit)

7. Prayer:

Place : _____

Date : _____

Appellant's Signature