

सं. 1033

5-3-2021

2020-21

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राजस्थान सूचना आयोग  
जयपुर  
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**RFP for Procurement of  
Various IT Equipment Rajasthan  
State Information Commission  
through Open Competitive Bidding**

Jhalana link Road,

OTS-MNIT Chauraha, JLN Marg Jaipur-302017

Phone: 0141-2708821

Web: [http:// https://ric.rajasthan.gov.in/](http://https://ric.rajasthan.gov.in/), Email: [ric.jaipur@rajasthan.gov.in](mailto:ric.jaipur@rajasthan.gov.in)

Ref : F.5(1338)/RIC/Tech/2020/ 1033

Date : 5-3-2021

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Date :

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Procuring Authority	Secretary, Rajasthan State Information Commission, Jhalana Link Road OTS-MNIT Chauraha, JLN Marg Jaipur (Rajasthan)
Last Date & Time of Submission of Bid	As per NIB
Date & Time of Opening of Technical Bid	As per NIB

Bidding Document Fee: Rs. 200 (Rupees Two Hundred only)

Name of the Bidding Company/ Firm:	
Contact Person(Authorized Bid Signatory):	
Correspondence Address:	
Mobile No.	Telephone & Fax Nos.:
Website & E-Mail:	

## Rajasthan State Information Commission.

Jhalana Link Road OTS-MNIT Chauraha, JLN Marg Jaipur (Rajasthan)

Phone: 0141-2708821

Web: [http:// https://ric.rajasthan.gov.in/](http://https://ric.rajasthan.gov.in/), Email: [ric.jaipur@rajasthan.gov.in](mailto:ric.jaipur@rajasthan.gov.in)

**1. INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)**

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Secretary</li> <li>Address: Jhalana Link Road OTS-MNIT Chauraha, JLN marg, Jaipur (Rajasthan)</li> </ul>
<b>Subject Matter</b>	RFP for Procurement of Various IT Equipment for Rajasthan State Information Commission
<b>Bid Procedure</b>	Single-stage: two part Technical & financially (envelop) open competitive Bid procedure at <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Technically responsive and Lowest financially evaluated bidder will be awarded the Contract
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>,</li> <li><a href="http://ric.rajasthan.gov.in">http://ric.rajasthan.gov.in</a></li> </ul>
<b>Estimated Procurement Cost</b>	<ul style="list-style-type: none"> <li>Rs. 4,00,000/- (Rupees Four Lakhs only)</li> </ul>
<b>Tender document fees and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Tender document fee: Rs. 200 (Rupees Two Hundred only) in Cash challan/ Demand Draft/BC in favour of "Secretary, Rajasthan State information commission" payable at "Jaipur".</li> <li>Mode of Payment: Banker's Cheque or Demand Draft</li> </ul>
<b>Period of download of Bidding Document (Start/ End Date)</b>	<ul style="list-style-type: none"> <li>Start dated: 05-03-2021 3:00 PM</li> <li>End dated : 12-03-2021 11:00 PM</li> </ul>
<b>Manner, Place &amp; Deadline for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: offline at Rajasthan State information commission (: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>)</li> <li>Start dated: 05-03-2021 3:00 PM</li> <li>End dated : 12-03-2021 11:00 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	<ul style="list-style-type: none"> <li>Start dated: 05-03-2021 3:00 PM</li> <li>End dated : 12-03-2021 11:00 PM</li> </ul>
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>Date: 15-03-2021 11:00 PM</li> <li>Place: Rajasthan State Information Commission, Jhalana Link Road OTS-MNIT Chauraha, JLN marg, Jaipur (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	<ul style="list-style-type: none"> <li>Will be intimated later to the Technically qualified bidders</li> </ul>
	<ul style="list-style-type: none"> <li>90 days from the bid submission deadline</li> </ul>

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## 2. QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder (Manufacturer, Dealers & Distributors are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Fees	Bidding document Fee (Tender Fee)	Instrument/ Proof of submission
2	Legal Entity	The bidder should be a Proprietorship firm OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008.	- Relevant registration document
3	Required Documents	The bidder should have a a. Income Tax/ PAN b. GST Registration Certificate c. OEM's Authorised Re-seller d. OEM issued MAF for this bid/tender	Copies of relevant certificates
4	Undertaking	A Self Certified letter as per Annexure-4: Self-Declaration	

**3. SCOPE OF WORK, DELIVERABLES & TIMELINES****1) Details of work (SoW)**

- a) Rajasthan State Information Commission invite proposal for Supply & Installation of items mentioned in Annexure – 1: Bill of Material (BoM) and Annexure-2: Technical Specifications of this RFP document.
- b) Supplier shall deliver all the items Rajasthan State Information Commission office.
- c) Supplier shall configure & install the supplied items if asked by the purchaser.

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**2) Project Deliverables, Milestones & Time Schedule**

S. No.	Project Activity/ Scope of Work	Deliverables (Reports/ Docs./ Infra.)	Timelines
1.	Completion of Activity as mentioned in section 3. (1) (a) (b) & (c)	<ul style="list-style-type: none"> <li>Delivery Challan for ordered items</li> <li>OEM Warranty Certificates</li> </ul>	T+15 days from the date of issuance of work order

#### **4. INSTRUCTION TO BIDDERS**

##### **1) Downloading of Bidding/ Tender Documents**

- a) The downloading of bidding documents shall be commenced from the date of publication of NIB and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the SPPP portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

##### **2) 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.

##### **3) Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

##### **4) Format and Signing of Bids**

- a) Bidders must submit their bids offline at **Rajasthan State Information Commission**, Jaipur.
- b) A Single stage Two part/ cover system shall be followed for the Bid: -
- Technical Bid, including fee details, eligibility & technical documents
  - Financial Bid

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

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Instrument/ Proof of submission
<b>Eligibility Documents</b>		
2.	Bidder's Authorization Certificate	As per Annexure-3 and copy of Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
<b>Technical Documents</b>		
4.	Self-Declaration	As per Annexure-4

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

S. No.	Documents Type	Document Format
1.	Financial Bid - Format	As per Annexure-9

- c) 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.

5) **Cost & Language of Bidding**

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

6) **Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the "Annexure-9: Components Offered".

7) **Bid Security**

The notification issued by Finance Department on December 18, 2020 every bidder must give bid security declaration form. See Annexure-10

8) **Deadline for the submission of Bids**

- a) Bids shall be received offline at **Rajasthan State Information Commission** up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the

State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

9) **Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their 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 bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened only for the bidders who have submitted the prescribed fee(s) to **Rajasthan State Information Commission**.
- 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.
- 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.

10) **Selection Method:**

Lowest financially evaluated and technically responsive bidder shall be selected for award of contract.

11) **Clarification of Bids**

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.



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

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**12) 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: -
- “deviation” is a departure from the requirements specified in the bidding document;
  - “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - “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,
- if accepted, shall:-
    - affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    - 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
  - 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, GST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

**c) Technical Evaluation Criteria**

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

**d) Tabulation of Technical Bids**

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

- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

**13) 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 online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- d) 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;
- e) 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.
- f) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- h) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

**14) Correction of Arithmetic Errors in Financial Bids**

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

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

**15) Price/ purchase preference in evaluation:**

- a) 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.

- b) Price and/ or purchase preference to MSME -Also, the notification issued by Finance Department on November 19, 2015 for giving preference to the local MSME shall be applicable to the bid.

**16) Negotiations**

- a) ~~Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.~~
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 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.

**17) Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
- the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - 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;
  - 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: -
- communicated to the concerned bidder in writing;
  - published on the State Public Procurement Portal, if applicable.

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**18) 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.

**19) 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.

**20) 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.

**21) Right to vary quantity**

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids).

Delivery or completion period may also be proportionately increased. The limits of repeat order shall be 50% of the value of goods or services of the original contract.

**22) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 2.5% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
- Bank Draft or Banker's Cheque of a scheduled bank;
  - 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;
  - Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
  - Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, 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:-
- When any terms and condition of the contract is breached.
  - When the bidder fails to make complete supply satisfactorily as per the scope of tender document.
  - 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.

**23) Execution of agreement**

- 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.
- 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.
- 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.
- e) If the successful bidder requires more time in contract finalization/sign, due to whatever reasons, shall do so only after taking written permission from the procuring authority.

**24) 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: -
- impede enforcement of any law;
  - affect the security or strategic interests of India;
  - affect the intellectual property rights or legitimate commercial interests of bidders;
  - 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.

**25) 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 -
- at any time prior to the acceptance of the successful Bid; or
  - after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
- 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;
  - 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.

**26) Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
- a. Prohibiting
- any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
  - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - 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;
  - any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
- c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- exclusion of the bidder from the procurement process;
  - calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - forfeiture or encashment of any other security or bond relating to the procurement;
  - recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

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**5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

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

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**Definitions**

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

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- 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 there from, as may be made pursuant to the Contract.
  - d) "Day" means a calendar day.
  - e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
  - f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
  - g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
  - h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
  - i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
  - j) "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.

**1) Contract Documents**

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

**2) Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and



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

3) **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) **Joint Venture, Consortium or Association**

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

5) **Eligible Goods and Related Services**

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

6) **Service of Notice, Documents & Orders**

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

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7) **Scope of Supply**

- 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.
- 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.
- The bidder shall not quote and supply hardware/ software (if applicable) that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

8) **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.

9) **Purchaser's Responsibilities**

- 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.
- The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) **Contract Price**

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

11) **Recoveries from Supplier/ Selected Bidder**

- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.

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

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12) **Taxes & Duties**

- a) The TDS as applicable, shall be deducted at source/ paid by **Rajasthan State Information Commission** as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no "C-Form/ D-Form" or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

13) **Confidential Information**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The 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: -
- the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
  - now or hereafter enters the public domain through no fault of that party;
  - 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 reasons the Contract.

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**14) Specifications and Standards**

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

**15) Delivery period & Extent of Quantity – Repeat Orders**

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

**16) Payments**

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

17) **Liquidated Damages (LD)**

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

- 18) Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

19) **Settlement of Disputes:**

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

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The technical bid, including all the eligibility documents, shall consist of the following documents: -

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
5.	Bidding document Fee (Tender Fee) and Bid Security	Instrument/ Proof of submission
<b>Eligibility Documents</b>		
6.	Bidder's Authorization Certificate	As per Annexure-3 and copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.
7.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
<b>Technical Documents</b>		
8.	Certificate of Conformity/ No Deviation	As per Annexure-5
9.	Declaration by Bidders	As per Annexure-6
10.	Undertaking on Authenticity of Comp. Equip.	As per Annexure-7
11.	Components Offered + Technical specifications compliance sheet for all items only on letter-head	As per Annexure-8
12.	Bid security declaration form	As per Annexure-10

d) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
2.	Financial Bid - Format	As per Annexure-9

**6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT****1) Payment Terms and Schedule**

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

S. No.	Milestone/ Phase	Deliverables	Payable Amount
1.	Completion of Activity as mentioned in section 3. (1) (a),(b) & (c)	<ul style="list-style-type: none"> <li>• Delivery Challan for ordered items</li> <li>• Warranty Certificates</li> </ul>	100% of total work order value

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

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**ANNEXURE-1: BILL OF MATERIAL (BoM)**

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S. No.	Item (as per Technical Specification provided in Annexure-2)	Quantity
1.	All in one Desktop	1
2.	Desktop	4
3.	Multifunctional Printer (Wireless)	1
4.	Laser Printer	4



**ANNEXURE-2: TECHNICAL SPECIFICATIONS**

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. Also, the bidder is required to submit the technical compliance statement for each item on the letter-head.

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**Item 1 – Desktop ALL IN ONE (1)**

Make & Model Offered - (To be filled by the bidder)		Compliance (Yes/No)
Model Offered	Mention model →	
Make Offered	Mention Make →	
Processor	Intel core i5 10 <sup>th</sup> Generation, with minimum 1.6 GHz or higher (Base Frequency), cache 6 MB or higher	
Operating System	Pre-installed Genuine OEM Microsoft Windows 10 Home with Lifetime Validity	
Display	21 to 24 inch" or higher diagonal +/-5% HD Display	
Keyboard & Mouse	Wireless Keyboard, Wireless Mouse	
Memory (RAM)	8 GB, DDR4 at 2133 MHz Dual-channel	
Hard Drive	1 TB HDD	
Speaker & Microphone	Inbuilt speakers and integrated digital microphone	
Connection Type	Minimum 2 USB 3.0 or higher, 1 VGA/ HDMI, Headphone/ microphone combo/ separate	
Network card	Integrated 10/100/1000 GB Ethernet LAN	
Wireless Connectivity	Bluetooth 4.0 or above & integrated Wi-Fi 802.11 b/g/n	
Graphics	Integrated Intel UHD Graphics	
Web Cam	HD Web Camera (Front facing)	
Warranty	3 years comprehensive on site OEM warranty from date of installation	

## Item 2– Desktop (4)

Make & Model Offered - (To be filled by the bidder)		Compliance (Yes/No)
Model Offered	Mention model →	
Make Offered	Mention Make →	
Processor	Intel core i5 9 <sup>th</sup> Generation onwards, with minimum 1.6 GHz or higher (Base Frequency), cache 6 MB or higher	
Operating System	Pre-installed Genuine OEM Microsoft Windows 10 Home with Lifetime Validity	
Display	18 inch" or higher diagonal +/-5% HD Display	
Memory (RAM)	4 GB, DDR4 or higher	
Hard Drive	1 TB HDD	
Speaker & Microphone	Headphone/Mic combo jack (3.5mm)	
Connection Type	Minimum 2 USB 3.0 or higher, 1 VGA/ HDMI, Headphone/ microphone combo/ separate	
Network card	Integrated 10/100/1000 GB Ethernet LAN	
Wireless Connectivity	Bluetooth 4.0 or above & integrated Wi-Fi 802.11 b/g/n	
Graphics	Integrated Intel UHD Graphics	
Warranty	3 years comprehensive on site OEM warranty from date of installation	

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## Item 3 – Multifunctional Printer (1)

Make & Model Offered - (To be filled by the bidder)		Compliance (Yes/No)
Model Offered	Mention model →	
Make Offered	Mention Make →	
Printing method	Monochrome laser	
Functions	Print, copy, scan	
Print technology	Laser (Black)	
Print speed (Black)A4	Upto 25 ppm(A4) or higher	
Print Resolution	600 x 600 dpi or higher	
Mobile printing capability	Wireless direct printing	
Auto Duplex Print for A4 or Legal	Duplex	
Duty Cycle (Monthly)	10000 pages or higher	
Scan type/technology	Flatbed, ADF	
Scan file format	PDF, JPEG, TiFF, BMP etc.	
Media size supported	A4, A5, Legal	
Scan speed	14 ppm or higher	
Scan resolution	1200 x 1200 dpi or higher	
Copy resolution	1200 x 1200 dpi or higher	
Copy speed	Upto 25 CPM(A4) or higher	
Connectivity	On USB, Ethernet, WiFi 802.11b/g/n	
Compatible operating systems	Windows 7, 8, 10 (32 bit/64 bit), Linux, Mac OS.	
Cables/ Accessories	All the required cables, accessories.	
Software media	Driver & utility software CD/DVD	
Warranty	1 years comprehensive on site OEM warranty.	

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## Item 4 – Laser Printer (4)

Make & Model Offered - (To be filled by the bidder)		Compliance (Yes/No)
Model Offered	Mention model →	
Make Offered	Mention Make →	
Printing method	Monochrome laser	
Functions	Print	
Print technology	Laser (Black)	
Print speed (Black)A4	Upto 15 to 20 ppm(A4) or higher	
Print Resolution	600 x 600 dpi or higher	
Auto Duplex Print for A4 or Legal	• Manual or Auto	
Duty Cycle (Monthly)	5000 pages or higher	
Scan type/technology	Flatbed, ADF	
Scan file format	PDF, JPEG, TIFF, BMP etc.	
Media size supported	A4, A5, Legal	
Scan speed	14 ppm or higher	
Copy speed	Upto 25 CPM(A4) or higher	
Connectivity	On USB, Ethernet	
Compatible operating systems	Windows 7, 8, 10 (32 bit/64 bit), Linux, Mac OS.	
Cables/ Accessories	All the required cables, accessories.	
Software media	Driver & utility software CD/DVD	
Warranty	1 years comprehensive on site OEM warranty.	

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**Note:-** All applicable in the box accessories like AC Adaptor; carry bag etc. on quoted item shall also be supplied along with the item.

**ANNEXURE- 3: BIDDER'S AUTHORIZATION CERTIFICATE**

~~{to be filled by the bidder}~~

To,  
{Procuring entity},

\_\_\_\_\_  
\_\_\_\_\_

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

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Verified Signature:

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

To,  
{Procuring entity},

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

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- possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- 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;
- is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- does not have any previous transgressions with any entity in India or any other country during the last three years
- does not have any debarment by any other procuring entity
- is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

{to be filled by the bidder}

To,  
{Procuring Entity},  
\_\_\_\_\_

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**CERTIFICATE**

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 technical specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**ANNEXURE-6: DECLARATION BY BIDDER**

{to signed by selected bidder}

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

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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**ANNEXURE-7:**  
**UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS**

To,  
{Procuring Entity},

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

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This has reference to the items being supplied/ quoted to you vide bid ref. no. \_\_\_\_\_  
dated \_\_\_\_\_.

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

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

Authorized Signatory  
Name:  
Designation:

**ANNEXURE-8: COMPONENTS OFFERED – BOM** {to be filled by the bidder}

Please fill the following BOM for all the offered components.

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

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

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**ANNEXURE-9: FINANCIAL FORMAT**

Item No.	Item Description	Make	Qty.	Unit Price (In Rs.) (Excl. GST)	GST	Unit Price (In Rs.) (Inclusive of GST)	Total Amount including GST
1	2	3	4	5	6	7=(5+6)	8=7x4
1.	Desktop ALL IN ONE		01				
2.	Desktop		04				
3.	Multifunction Laser Printer		01				
4.	Laser Printer		04				
<b>Total Cost (in figures)</b>							
<b>Total cost (in words)</b>							

Note: The prices offered by the bidder for all the above mentioned items will be evaluated on composite basis i.e., price of all offered items shall be added together and the bidder stand L-1 on composite basis shall be considered for award of contract.

**Seal & Sign of Authorized Signatory**

## Annexure-10

### Form of Bid-Securing Declaration

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Date :  
Bid No. :  
Alternative No. :

To :  
-----  
-----

We, the undersigned, declare that:

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

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

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

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

We understand this Bid Securing Declaration shall expire if :-

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

Signed :-----

Name :-----

In the capacity of :-----

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

Dated on        day of

Corporate Seal -----

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