



e-Bid for Supply, Installation and Maintenance Services of Computer Hardware at Different offices in Rajasthan

Reference No.:Comp\Hardware\195\2023-24\714

Dated:18.09.2023

NIT No. 14/2023-24 Dated : 18/09/2023

Mode of Bid Submission	Online through eProcurement/ system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Joint Director(SA) , Rajasthan Housing Board (RHB), Awas Bhawan, Jan Path, Jyoti Nagar Jaipur- 302005 (Rajasthan)
Start Date & Time of Submission of Bid	27/09/2023 from 04:00 PM
Last Date & Time of Submission of Bid	30/10/2023 upto 04:00 PM
Date & Time of Opening of Technical Bid	31/10/2023 at 04:00 PM

Cost of Tender Document: Rs. 5900/- Only (Rupees Five Thousand Nine Hundred Only) Joint Director(SA),
RHB Processing fee: Rs. 2360 /- Only (Rupees Two Thousand Three Hundred Sixty Only)

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

**Rajasthan Housing Board (RHB), Awas Bhawan,
Jan Path, Jyoti Nagar, Jaipur- 302005 (Rajasthan)**

Phone: 0141-2740860 Web: <http://urban.rajasthan.gov.in/rhb>, Email: info.rhb@rajasthan.gov.in



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**ABBREVIATIONS & DEFINITIONS**

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
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.
BG	Bank Guarantee
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 fulfillment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
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
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Joint Director(SA), Rajasthan Housing Board, Jaipur in this biddingdocument.
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 of issue of Work order till completion of Warranty Support Services after successful commissioning of the project
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ Gol
DeitY, Gol	Department of Electronics and Information Technology, Government of India
RHB	Rajasthan Housing Board, Jaipur
ETDC	Electronic Testing & Development Centre



FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be



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
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RHB in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RHB	Rajasthan Housing Board
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
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.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

Reference No.: Comp\Hardware\195\2023-24\

Dated:

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Joint Director(SA), Rajasthan Housing Board (RHB), Address: Awas Bhawan, Jan Path, Jyoti Nagar Jaipur- 302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Anuj Mathur Designation: Jt Director(S.A.) Address: Second Floor, Back Side Building, Awas Bhawan, Jan Path, Jyoti Nagar Jaipur- 302005 (Rajasthan) Email: info.rhb @rajasthan.gov.in
Subject Matter of Procurement	For Supply, Installation and Maintenance of IT Equipment's.
Bid Procedure	Single-stage: Two part (envelop) open competitive Bid procedure http://eproc.rajasthan.gov.in .
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.rhb.rajasthan.gov.in/rhb Bidding document fee: Rs. 5900/- (Rupees Five Thousand Nine Hundred only) in Demand Draft in favour of "RAJASTHAN HOUSING BOARD" payable at "Jaipur". RISL Processing Fee: Rs. 2360/- (Rupees Two Thousand Three Hundred Sixty only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	<ul style="list-style-type: none"> INR 2,25,00,000 (INR Two Crore Twenty Five Lakh)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): 2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "RAJASTHAN HOUSING BOARD" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 27/09/2023 at 4:00 PM End Date: 30/10/2023 at 4:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	From 27/10/2023, upto 04.00 PM (Physically deposit all DD(s) at Room No. R-319, Computer Cell, IInd Floor, Rajasthan Housing Board, Head Office, Janpath, JAIPUR-05
Date/ Time/ Place of Bid Opening	<ul style="list-style-type: none"> Date: 31/10/2023 Time: 04:00 PM Place: Second Floor, Back Side Building, Awas Bhawan, Jan Path, Jyoti Nagar Jaipur- 302005 (Rajasthan) Email: info.rhb @rajasthan.gov.in
Date/ Time/ Place of Financial Bid Opening	Will be intimated online later to the Technically qualified bidders.
Bid Validity	90 days from the bid submission deadline



Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. **However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.**
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to 04:00 p.m. on 27/10/2023, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, and Bid Security should be drawn in favour of "Rajasthan Housing Board" payable at Jaipur". RISL Processing Fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at Jaipur, from any Scheduled Commercial Bank.
- 3) RHB will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 4) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 5) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 6) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 7) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

Joint director(SA)



2. About RHB

Rajasthan Housing Board (formerly RHB) is a fully Autonomous Body govern under the Government of Rajasthan; it is a leading consulting organization in the field of Housing development infrastructure. RHB operates under the aegis of Government of Rajasthan.

RHB is designated State Designated Agency (SDA) for implementation of NeGP Components

RHB takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

3. Project Brief:

- a. Rajasthan Housing Board, Rajasthan (RHB), wants to procure computer hardware systems to enhance day to day office work at offices all over Rajasthan.
- b. The bidder shall also provide setup of the system required for Whole System Setup as given in the scope of work. Bidder shall provide complete implementation support to Head Office, Circle Offices & Division Offices, and Rajasthan.

**4. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA (Item Wise)**

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Self-certified declaration (if applicable) - Copy of Certificates of incorporation
2	Financial: Turnover from IT/ ITeS	Total Annual Turnover of the bidder from IT/ ITeS during last three financial years 2020-21, 2021-22 and 2022-23 should be at least 25Cr. from supply, Installation and maintenance of IT Equipment's (as per the last published audited balance sheets)	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the bidder as on 31/03/2023 should be Positive.	CA Certificate with CA's Registration Number/ Seal
5	Tax Registration	The bidder should have a registered number of i. GST IN where his business is located ii. Income Tax / Pan number.	Copies of relevant certificates of registration
6.	Technical Capability	The bidder must have successfully completed/ executing at least Two project of Govt / PSU / Bank regarding Supply, Installation & Maintenance of IT Equipment's of value at least 5.00 Cr. during last three financial years for Desktop, Printers, Scanner & for UPS & Autocad	Work Order + Work Completion Certificates from the client; And (Certified by the Statutory Auditor / CA Certificate);



S. No.	Basic Requirement	Specific Requirements	Documents Required
7	Mandatory Undertaking	Bidder should: - a) not be 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 must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their 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; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-4: Self-Declaration

NOTE: It is requested to bidders, only required documents to be uploaded in technical bid. No other irrelevant documents upload in technical bid. Also submit the index of uploaded documents in technical bid.

5. SCOPE OF WORK, DELIVERABLES & TIMELINES

Supply, Installation, And Warranty / Maintenance of Equipment at Specified Locations

Supply and Installation of Equipments–

The selected bidder shall Supply all the items and peripherals as given in the Bill of Material (BoM) meeting specifications given in Annexure-2 within the specified timeline.

The location for delivery of item shall be provided at the time of PO and may be any place across the State.

Warranty / Maintenance -

The selected bidder, when awarded the work order shall Provide comprehensive onsite warranty and maintenance of the supplied Items as per the “Warranty” clause of Chapter 7: “General Terms & Conditions of the contract”.

Project Activity, Deliverables & Timelines

The milestones, deliverables and time schedule for the implementation of the project is detailed in Chapter 8: “Special Terms & Conditions of the Tender & Contract”.



6. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) 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. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c) 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) 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. shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- b) 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.
- c) 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 may 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 online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- 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) and Bid Security (EMD)	Proof of submission (PDF)
2.	RISL Processing Fee	Instrument/ Proof of submission
Eligibility Documents		
3.	Bidder's Authorisation Certificate	As per Annexure-3
4.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
5.	Technical Specifications	As per Annexure-2
6.	Self-Declaration	As per Annexure-4
7.	Certificate of Conformity/ No Deviation	As per Annexure-5
8.	Declaration by Bidder	As per Annexure-6
9.	Undertaking on Authenticity of Equipment's	As per Annexure-7
10.	Manufacturer's Authorisation Form (MAF)	As per Annexure-11

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

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-8
2.	Financial Bid	As per format available in RFP

The bidder should ensure that all the required documents, as mentioned in this bidding 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. Bidder, if any, quoting multiple 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

brands/ make/ models in his bid, such bid may be liable for rejection by the Purchaser.

7) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee (if applicable) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- 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 deposited is forfeited.
- k) No interest shall be payable on the bid security.
- 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 online at portal, 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 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) Withdrawal, Substitution, and Modification of Bids

- a) If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).
- b) Bids withdrawn shall not be opened and processes further.



10) 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 RHB).
- 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;
 - 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) Rate contract:

The selection method is Item Wise Least Cost Based Selection (LCBS). i.e. Item Wise L1 basis. The RC may be done for maximum three OEM for the respective item, subject to matching the item wise L1 rates for the respective item.

In case of matching L1 rate by another OEM, the purchase preference shall be given to L1 OEM by splitting the quantity in 50:30: 20 ratio.

12) Empanelment of bidders:

RHB is getting requirement for procurement of IT equipments on regular basis. Hence, RHB intends to empanel the firm.

Looking to the requirement, all technically qualified bidders under this bid shall be treated as empanelled bidders for two years time period (from the date of empanelment order issued to



the firm). Any new firm can also apply for empanelment during the course of regular intervals as decided by RHB and a list of empanelled firms shall be released on half yearly basis.

The items on requirement basis may be procured through this RC upto the RC limit and thereafter, only the financial proposals shall be obtained from the empanelled firms.

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.



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 certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in therejection of its Bid.

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

c) Technical Evaluation Criteria

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

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.

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 evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the offers shall be evaluated and marked Item Wise L1, L2, L3 etc. Item Wise L1 being the lowest offer and then others in ascending order; 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 mostadvantageous Bid in other case;



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

16) 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.

17) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- 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.

18) 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;
 - b. published on the State Public Procurement Portal, if applicable.

19) Lack of competition

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

- a. the Bid is technically qualified;
- b. the price quoted by the bidder is assessed to be reasonable;



- c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
 - c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re- invite Bids after recording reasons.
 - d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

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 of 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.

21) Information and publication of award

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

22) Procuring entity's right to accept or reject any or all Bids

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

23) 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, but such increase shall not exceed 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 bidding documents.
- 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.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

24) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) 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/ work order in case



of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be **0.5%** of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.

- c) Performance security shall be furnished in any one of the following forms: -
- a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. 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;
 - c. 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 [a.] 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:-
- 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.

25) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within **15 days** from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose 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.

26) Work Order Issued to Bidders under Rate Contract

- a) As per the project requirements, from time to time, the Purchaser shall issue work order to the successful bidder for supply and installation of various items as mentioned in the Rate Contract, however the rate contract does not guarantee the bidder to receive any minimum committed number of work order from RHB.
- b) The work order shall specify the quantity of various items to be supplied along with location details and delivery schedule for supply and installation.

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 for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - 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: -
- a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bankrate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

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) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
- a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.



- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Secretary, RHB or as determined by RHB
Second Appellate Authority: Commissioner, RHB
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-10 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.
- g) Fee for Appeal: 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 payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.



- d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

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

35) 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.

- a) 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.
- b) 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.
- c) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not



that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

36) 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.

37) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for



acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.



7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

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 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, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

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.

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

Consortium of firms is not eligible to bid. Further, the selected bidder shall not assign or sub-



let his contract or any substantial part thereof to any other agency.

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) 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 within next business day or maximum 30 hours.
- 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) 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 hardware/ software that is likely to be declared as End of Sale in next 3 months and End of Service/ Support within warranty / maintenance period. 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.

9) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations of RHB offices in Jaipur as mentioned in the PO/ WO.

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) Recoveries from Supplier/ Selected Bidder

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily 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) 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.

13) Taxes & Duties

- a) The taxes 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) 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) Revision of taxes, if any and as applicable, shall be handled as per Clause "Change in Laws & Regulations" of this chapter.
- e) 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.

14) 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.

15) Confidential Information

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



confidentiality.

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

16) Sub-contracting

- a) 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

17) event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

- a) Subcontractors, if permitted, 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 bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

b) Technical Specifications and Drawings

- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
 - d) 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.
 - e) 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 will be delivered at the destination godown in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

21) Transportation

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.

22) Samples

- a) If notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by one set of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for



- catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
 - c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RHB shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
 - d) Samples not approved shall be collected by the unsuccessful bidder. RHB will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
 - e) Supplies when received maybe subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
 - f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

23) Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in one set in the presence of selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

24) Testing charges

Testing charges shall be borne by the Government. In case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

25) Rejection

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

**26) Freight**

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

27) Liquidated Damages (LD)

- a) In case of extension in the delivery/ installation period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores/ items which the bidder has failed to supply/ install/ complete:-

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

- b) The maximum amount of liquidated damages shall be 10% of the contract value.
- c) 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.
- d) 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.

28) Authenticity of Equipment

- a) The selected bidder shall certify(as per Annexure-7) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the



Purchase Officer in that behalf under this contract or otherwise.

- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

29) Warranty

- a) The bidder must supply all items with comprehensive on-site warranty valid as defined in technical specs (Annexure-2) of the RFP, after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a

30) month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

- a) At the time of delivery, the bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- b) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- c) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- d) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- e) The warranty on supplied software media, if any, should be at least 90 days.

30) Patent Indemnity

- a. The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub- clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part



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

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

31) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

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

32) Change in Laws & Regulations

- a) 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.

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

34) Change Orders and Contract Amendments

- a. The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c. Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and



shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

35) Termination

a. Termination for Default

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

RHB 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 RHB.

c. Termination for Convenience

- i. RHB, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 1. To have any portion completed and delivered at the Contract terms and prices; and/or



2. 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.

36) Settlement of Disputes

- a. General: If any dispute arises between the supplier/ selected bidder and RHB 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 for decision, if the amount of the claim is more than Rs. 5,00,000/-. The empowered standing committee shall consist of following members: - (RHB)
 - Housing Commissioner of BoD of RHB : Chairman
 - Secretary, or his nominee, : Member
 - Joint Director(SA), RHB : Member
 - Finance Advisor , RHB : Member
 - A Legal Expert to be nominated by the Chairman : Member
- c. Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Housing Commissioner, RHB 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 RHB'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 RHB. The standing committee, if it so decides, may refer the matter to the Board of RHB for further decision.
- 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.

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

Payment schedule - Payments to the bidder / supplier, after successful completion of the specified project deliverables & related services as per SoW, would be made as under: -

S. No.	Milestone/ Phase	Time Lines	Deliverables	Payment
1.	Completion of Supply and Installation Phase as per scope of work mentioned	45 days from the issuance of Work Order	A. Delivery Challan B. Installation Report	A. 50% of the total work order value B. 35 % After Installation of all places
2.	Maintenance and Support Phase Service as per scope of work mentioned	3 years	SLA Compliance Report/ Satisfactory report from nodal officer	<ul style="list-style-type: none"> • 5% every year • Refund of Security Deposit (after completion of contract)

- a) Any liquidated damages/ penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- b) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- c) 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.
- d) 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, subject to successful execution of work to the satisfaction of the purchaser.
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) 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.
- i) In case of Site not ready, the payment to the supplier shall be released for actual number of items installed and commissioned under respective lot. The payment for rest of the items which are not installed and commissioned by the supplier shall be released only after their installation and commissioning at the respective site.
- j) Advance Payment will not be made.
- k) 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 accordance with the prevailing rules. All remittance charges will be borne by the bidder.



- l) In case of disputed items, **10% to 25% of the amount shall be withheld** and will be paid on settlement of the dispute.
- m) 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.

2. Service Level Standards/ Requirements/ Agreement

Sr. No.	Measurement Parameter	Service Level	Penalty
A.	Time to resolve complaints after lodging	Within 2 working days of lodging the complaint	No penalty
		After 2 working days	Rs. 1000 per complaint per day

If the call is not resolved and the value of penalty for the item, reaches value of the item, a NOTICE shall be issued. If two such notices are issued during a year for any item or if tendering authority feels that SI is not performing as per requirement, then tendering authority may terminate the contract including forfeiture of the PSD and may also debar the SI from bidding (for all types and form of bids) for at least three years in RHB .

**ANNEXURE-1: BILL OF MATERIAL (BoM)****A. Bill of Material (Specification as per Annexure 2)****Computer Hardware requirement Section, Circles & Divisions wise in RHB, Rajasthan**

SN	Build	Location	All-in-One	Desktop	Printer					UPS 1 KVA	Scanner A3/ LS/ OH	Auto CAD S/W	Remark
					Laser-A4-Dupl	MFP-A4	Color-A4 MFP	B&W-A3	IJ-Color A3				
1	2	3	4	5	6	7	8	9	10	11			12
Item No. ---->			1	2	3	4	5	6	7	8			
1		Head Office											
2	B-1F	Addl. CE-3	1			1				1			
3	B-1F	TA 2 ACE-3		2		2				2			
4	B-1F	ACE-3 staff		1	1					1			
5	B-1F	Dir. Project (ACE)	1			1				1			
6	B-1F	ACTP Cell	1							1			
7	B-1F	Drawing Cell		10	3	1	2	1	2	10		8	7 Workstation M/C
8	B-1F	DHC-HQ	1		1		1			1			
9	B-1F	RE (3) DHC-HQ		1		1				1			
10	B-1F	DHC-HQ Staff		1	1					1			
11	B-2F	Chief Engg. HQ	1		1		1			1			
12	B-2F	TA 2 CE-HQ		1	1					1			
13	B-2F	Chief Engg. HQ Staff		1	1					1			
14	B-2F	JD/SA/ Computer Staff	4	9	6	3	1			0	14		
15	B-2F	RERA Cell		1		1				1			
16	B-2F	Vigilance Cell		1	1					1			
17	B-2F	Costing Cell		1	1					1			
18	B-2F	Awass Vikas Sansthan		1	1					1			
19	B-3F	Confreance Hall	1			1				1			
20	B-3F	Dy. F.A. Iind		1	1					1			
21	B-3F	SRAO-F		1	1					1			
22	B-3F	Recovery Cell		1	1					1			
23	B-3F	e-Proc Cell		3	1	1		1		4			
24	B-GF	Addl. CE-1	1			1				1			
25	B-GF	TA 2 ACE-1		1		1				1			
26	B-GF	ACE-1 staff		1	1					1			
27	B-GF	Project Engg./ACE Cell	1	1	1	1				2			
28	F-1F	Chief Engg -I		1			1			1			
29	F-1F	TA 2 CE-Ist		1		1				1			
30	F-1F	Chief Engg Staff - I		2	1	1				2			
31	F-1F	Board Room	1			1	1			0			
32	F-1F	Chairman Chamber	1				1			1			
33	F-1F	TA to Chairman	1			1				1			



34	F-1F	Chairman Staff		2	1	1				2		
35	F-1F	Commissioner Chamber	1				1			1		
36	F-1F	TA 2 Commissioner	1			1				1		
37	F-1F	Commissioner Staff		5	3	2				5		
38	F-2F	Secretary Chamber	1				1			1		
39	F-2F	Secretary Staff		1	1					1		
40	F-2F	Finance Advisor	1				1					
41	F-2F	PA to F.A.		1		1				1		
42	F-2F	F.A Staff		1		1				1		
43	F-2F	Dy. F.A. Ist		1	1					1		
44	F-2F	Dy. Secretary		1	1					1		
45	F-2F	EM Land Bank		1	1					1		
46	F-2F	Accounts/ Salary Cell		2	1	1				2		
47	F-2F	Sr. PM Cell		2	1	1				2		
48	F-3F	Chief Esate Manager	1			1				1		
49	F-3F	CEM PA/ Staff		1		1				1		
50	F-3F	Esate Manager		1		1				1		
51	F-3F	Director Law	1			1				1		
53	F-3F	Law Cell		2	1	1				2		
54	F-3F	Pension Cell/ PF CELL		2	1	1				2		
55	F-3F	Compilation Cell		2	1	1				2		
56	F-3F	Budget Cell		2	1	1				2		
57	F-3F	GST Cell		1	1					1		
58	F-BAS	Union		1	1					1		
59	F-BAS	Store Sec.		1	1					1		
60	F-BAS	RTI Cell		1	1					1		
61	F-GF	Chief Engg -II	1				1			1		
62	F-GF	TA 2 CE-IInd		1		1				1		
63	F-GF	Chief Engg Staff- II		2	2					2		
64	F-GF	PRO Section		1		1				1		
65	F-GF	Marketing Cell		1		1				1		
66	F-GF	OSD Labnd UDH Cell		1		1				1		
67	JDPR	Addl. CE-2	1		1	1				1		
68	JDPR	TA 2 ACE-2		1		1				1		
69	JDPR	ACE-2 staff		1	1					1		
70	SNGR	DHC QC H.O		1	1					1		
71		Cash Counter Cell										
		Total	23	83	48	41	12	2	2	92	14	8
SN	Location	All-in-One	Desktop	Printer					UPS 1 KVA	Remark		
	Circle & Divisions			LJ-A4-Dupl	MFP-A4	Color-A4	B&W-A3	IJ-Color A3				
1	2	6	7		8				9	10		
1	RE Electrician		2	1	1				2			
2	1 Jaipur Circle - 1		3	2	1				3			



3	6	RE DIV-3,4,5,10,12 & Coaching Hub		12	6	6				12			2 each Div
4	2	Jaipur Circle - 2		3	2	1				3			
5	5	RE DIV-6,9,PHE-I, AJM, JHUNJHU		10	5	5				10			2 each Div
6	3	Jaipur Circle - 3		3	2	1				3			
7	6	RE DIV-1,2,11,13,PHE-II, QC-II		12	6	6				12			2 each Div
8	4	Alwar Circle office		3	2	1				3			
9	3	RE ALWAR, BHTPR,BHIWADI		6	3	3				6			2 each Div
10	5	Bikaner Circle		3	2	1				3			
11	3	RE DIV-BKN,NAGOR,HANU		6	3	3				6			2 each Div
12	6	Jodhpur Circle -1		3	2	1				3			
13	5	RE DIV-2,3,4,PHE,QC		10	5	5				10			2 each Div
14	7	Jodhpur Circle -2		3	2	1				3			
15	3	RE DIV -1, Pali,Barmer		6	3	3				6			2 each Div
16	8	Kota Circle		3	2	1				3			
17	2	RE KOTA, Baran		4	2	2				4			2 each Div
18	9	Udaipur Circle		3	2	1				3			
19	5	RE DIV-1,2,Bhilw,Chtogh, Dngr		10	5	5				10			2 each Div
		Total		0	105	57	48	0	0	0	105	0	0

**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.

Minimum technical specifications of ICT items for RHB, Jaipur; Approved / suggested by Dept. of IT&C are as follows:

1. All-In-One-Desktop: (Qty. 23 No.)

Item	Minimum Technical Specification
Processor	Intel i5, 12th Generation, (4 Core or higher, with minimum 2.5 GHz or Higher (Base Frequency))
Chipset	Intel Q Series
Operating System	Windows 11 Professional (64 bit) with OEM recovery partition recover DVD
Memory	16 GB, DDR4 with minimum 2 DIMM Slots
Hard Drive	1 TB SSD
Audio	Integrated Audio controller with internal Speaker/woofer
Ports	Minimum 4 USB ports with at least 2 USB 3.0 or higher ports, 1 power-adapter port HDMI/ Display port, Audio jack for headphones & microphone, Integrated webcam, HDMI to DP port connecting cable (in case Display port is provided)
Display /Monitor	Minimum 23.8-inch Resolution (1920 x 1080) TCO Certified
Antivirus Software	Trend Micro/MacAfee/Norton/Sophos/ Escan/ Eset total solution 15-month subscription
Certification	ROHS compliance, certified for supplied OS
Keyboard & Mouse	OEM USB Wireless Soft touch Keyboard and two button optical Mouse with Mouse Pad
Network interface/	Integrated 10/100/1000 GB Ethernet, Integrated 802, 11ac Wi-Fi and Bluetooth 5.0 or higher wireless card
Camera	Integrated webcam front FHD camera
Support Services	3 Years On Site Compressive Hardware Service

**2. Work Station (For the use of Auto CAD S/W): (Qty. 07 No.)**

Item	Minimum Technical Specification
Processor	12 th Gen Intel® Core™ i5 (12 MB cache, 10 cores, 12 threads, up to 4.40 GHz Turbo)
Chipset	Intel Compatible Chipset
Operating System	Windows 11 Professional with License Key 64 Bit
Video Card	Intel® UHD
Monitor	Same OEM make 23.8" FHD, Anti glare display supported resolution upto 3840 x 2160 supported on Windows 11 (with capable display card)
Memory	16 GB, 2x8GB, DDR4 or higher (Upgradeable up to 128 GB)
Hard Drive	256 GB M.2 PCIe NVMe Solid State Drive (Boot) + 4TB 5400 rpm 2.5" SATA Hard Drive (Storage)
Display Card	4 GB GPU or higher
Security Software	Trend Micro/MacAfee/Norton/Sophos/Escaan/Eset total solution 36 month subscription
Keyboard & Mouse	Wireless Soft touch Keyboard minimum 101 keys and Mouse optical (OEM Brand)
Camera	Integrated webcam Front FHD Camera
Ports	1 power-adapter port 1 Super Speed USB Type-C 5Gbps signaling rate; 2 Super Speed USB Type-A 10Gbps signaling rate; 1 Super Speed USB Type-A 5Gbps signaling rate; 1 HDMI 1.4b port, 1 DP 1 RJ45 Ethernet port 1 DC-In, Universal Audio Jack, Internal/ External Speaker
Slots	3 PCIe slots
Networking	1x Intel Ethernet Connection 10/100/1000 or better, 1x Intel Wi-Fi 6E (6GHz) AX211 2x2 Bluetooth 5.2 Wireless Card or better
Certification	Certified for supplied OS
Support Services	3 Years On Site Comprehensive Hardware Service

**3. Desktop Computer: (Qty. 181 No.)**

Item	Minimum Technical Specification
Processor Name	Intel i5 (12 th Generation or higher) 6 Core or higher, with minimum 2.5 GHz or higher (Base Frequency), 18 MB Cache
Chipset	Intel W680 chipset
Operating System	Windows 11 Home Single Language in S mode
Display	23.8" FHD Monitor
Form Factor	Customized
Memory	16 GB DDR4 3200 MHZ or higher with 64 GB Expandability
Memory slot	2 DIMM slot
Hard Drive Description	1 TB PCIe® NVMe™ M.2 SSD
Graphics	NVIDIA® 8 GB GDDR6 dedicated
Ports(Front)	1 USB 3.2 Type-C® 5Gbps signaling rate; 2 SuperSpeed USB Type-A 10 Gbps signaling rate; 2 SuperSpeed USB Type-A 5Gbps signaling rate; 1 headphone/ microphone combo
Ports(Rear)	4 USB 2.0 Type-A; 1 audio-in; 1 audio-out; 1 microphone; 1 RJ-45; 1 HDMI
Expansion Slots	2 M.2; 1 PCIe x16; 1 PCIe x1
Video Connectors	3 DisplayPort™
Audio Features	5.1 surround sound or higher
Network Interface	Integrated 10/100/1000 GbE LAN
Wireless	Intel 802.11ax (WiFi 6) AX201, Intel 2X2 Bluetooth 5.0 or higher
Software Included	Microsoft Office Home/ Microsoft Office Home and Student 2019
Security Software	Trend Micro/MacAfee/Norton/Sophos/Escaan/Eset total solution 36 month subscription
Warranty	3 Years On Site Compressive Hardware Service

4. MFP Laser Printer Color– A4 Size: (Qty. 12 No.)

Item	Minimum Technical Specification
Functions	Print, Scan, Copy
Printing Method	Mono & Color laser
Print Speed (Minimum)	25 PPM or higher
Print Resolution	600 x 600 dpi or higher
Auto Duplex	Yes
Memory	64 MB or higher
Connectivity	USB, Ethernet, Wi-Fi
Duty Cycle (Monthly)	10000 pages or higher
Copy Speed	10 PPM or higher
Copy Resolution	600 x 600 dpi or higher
Scan File Format	PDF, JPEG, TIFF etc.
Scan Resolution	600 x 600 dpi or higher
Scan Type/ Technology	FLATBED and ADF
Input paper tray capacity	100 pages or higher
Toner Cartridges	Composite Cartridges
Additional Toner Cartridge/ Bottle	OEM should supply 1 company packed additional Cartridge along with printer
Compatible OS	Windows and Linux
Cables/ Accessories	All the required cables, accessories
Software Media	Driver & Utility software CD/ DVD
Certifications	BIS, ROHS
Warranty	3 years comprehensive on-site OEM warranty

**5. Laser MFP B/W Printer (Duplex print option (A4): (Qty. 89 No.)**

Item	Minimum Technical Specification
Functions	Print, Scan, Copy
Printing Method	Monochrome laser
Print Speed (Minimum)	25 PPM (Mono) or higher
Print Resolution	600 x 600 dpi or higher
Auto Duplex	Yes
Memory	64 MB or higher
Connectivity	USB, Ethernet/ Wi-Fi
Duty Cycle (Monthly)	10000 pages or higher
Copy Speed	10 PPM or higher
Copy Resolution	600 x 600 dpi or higher
Scan File Format	PDF, JPEG, TIFF etc.
Scan Resolution	600 x 600 dpi or higher
Scan Type/ Technology	FLATBED and ADF
Input paper tray capacity	100 pages or higher
Toner Cartridges	Composite Cartridges
Additional Toner Cartridge/ Bottle	OEM should supply 1 company packed additional Cartridge along with printer
Compatible OS	Windows and Linux
Cables/ Accessories	All the required cables, accessories
Software Media	Driver & Utility software CD/ DVD
Certifications	BIS, RoHS
Warranty	3 years comprehensive on-site OEM warranty

6. Laser Printer (A4 Size): (Qty. 105 No.)

Item	Minimum Technical Specification
Functions	Print
Printing Method	Mono, Laser
Print Speed (Minimum)	18 PPM (Mono) or higher
Print Resolution	600 x 600 dpi or higher
Duplex	Manual Duplex
Connectivity	USB, Ethernet/ Wi-Fi
Duty Cycle (Monthly)	8000 pages or higher
Input paper tray capacity	100 pages or higher
Toner Cartridges	Composite Cartridges
Compatible OS	Windows and Linux
Cables/ Accessories	All the required cables, accessories
Software Media	Driver & Utility software CD/ DVD
Warranty	3 year comprehensive on-site OEM warranty

**7. Ink Tank Colour Printer A-3 Size: (Qty. 02 No.)**

Item	Minimum Technical Specification
Functions	Print only
Printing Method	Mono & Color
Print direction	By Directional
Ink Bottles	High-Yield bundled starter kit of Bottles on Ink Black, Cyan, Magenta & Yellow
Print Speed	24 PPM (mono) or higher 12 PPM (colour) or higher
Print Resolution	Upto 5760 X 1440 dpi
Memory	256 MB or higher
Connectivity	USB 2.0 or higher
Droplet	Minimum ink droplet 3 pl
Toner Cartridges/ Bottle	All 4 colour Toner Cartridges/ Bottle
Compatible operating Systems	Windows 10, 11 and Linux-Ubantu
Cables/ Accessories	All the required cables, accessories
Certifications	OEM should supply 1 company packed additional Cartridge with minimum 6000 pages yield each along with printer
Warranty	3 Years comprehensive onsite OEM warranty

8. Laser Printer A-3 size B&W Duplex: (Qty. 02 No.)

Item	Minimum Technical Specification
Functions	Print
Printing Method	Mono
Print Speed	30 PPM (Mono) or higher
Print Resolution	1200 x 1200 dpi or higher
Auto Duplex	Yes
Memory	256 MB or higher
Connectivity	USB, Ethernet, Wi-Fi
Auto Duplex	Yes
Duty Cycle (Monthly)	10000 pages or higher
Input paper tray capacity	100 pages or higher
Toner Cartridges/ Bottle	Preinstall
Yield	Minimum 6000 pages
Additional Toner Cartridge/ Bottle	OEM should supply 1 company packed additional Cartridge/ bottle with minimum 6000 pages yield each along with printer
Compatible operating Systems	Windows 10, 11 and Linux
Cables/ Accessories	All the required cables, accessories
Software Media	Driver & Utility software CD/DVD
Certifications	BIS, ROHS
Warranty	3 Years comprehensive onsite OEM warranty

**9. High Speed Scanner A3 Size: (Qty. 04 No.)**

Item	Minimum Technical Specification
ADF Capacity	50 Sheets
Scanning Size	Up to A3
Scanning	Duplex
Scanning Resolution	1200*1200 dpi or higher
Scan Speed	40 PPM or higher
Interface	USB 2.0
Sensor	Contact Image
Scan Format	PDF, PDF/ A
Light Source	LED
Operating System Support	Windows/ Linux
Bundled Software Solutions	Industry standard interfaces for connecting software e.g. Windows ISIS/ TWAIN and Mac TWAIN drivers
Accessories	USB Cable , AC adaptor , Power Cable, Setup guide document, Installation software (Driver CD)
Certification	BIS and ISO
Warranty	3 years comprehensive on-site OEM warranty

10. High Speed Scanner Legal Size: (Qty. 06 No.)

Item	Minimum Technical Specification
ADF Capacity	50 Sheets
Scanning	Duplex
Scanning Size	Up to Legal
Scanning Resolution	1200*1200 dpi or higher
Scan Speed	20 PPM or higher
Interface	USB 2.0
Sensor	Contact Image
Scan Format	PDF, PDF/ A
Light Source	LED
Operating System Support	Windows/ Linux
Bundled Software Solutions	Industry standard interfaces for connecting operating software
Accessories	USB Cable , AC adaptor , Power Cable, Setup guide document, Installation software (Driver CD)
Certification	BIS and ISO
Warranty	3 years comprehensive on-site OEM warranty

**11. Overhead Document Scanner: (Qty. 04 No.)**

Item		Minimum Technical Specification
Scanner Type		Overhead, Simplex
Scanning Speed (1) (A3 Landscape)	Auto mode (2)	3 seconds / page
	Normal to Excellent mode	3 seconds / page (3) (Color / Grayscale: upto 600 dpi, upto Monochrome: 1200 dpi)
Scanning Color Mode		Color, Grayscale, Monochrome, Automatic (Color / Grayscale / Monochrome detection)
Image Sensor		Lens reduction optics / Color CCD x 1
Light Source		(White LED + Lens illumination) x 2
Optical Resolution		285 to 218 dpi (Horizontal scanning), 283 to 152 dpi (Vertical scanning) (4)
Document Size	Maximum	432 x 300 mm (17.0 x 11.8 in.)
	Minimum	25.4 x 25.4 mm (1 x 1 in.) (5)
Paper Weight (Thickness)		30 mm (1.18 in.) or less
Interface (6)		USB 2.0 / USB 1.1 (Connector Type: Type-B)
Environmental Compliance		ENERGY STAR®, RoHS
Dimensions (W x D x H)		210 x 156 x 383 mm (8.27 x 6.14 x 15.08 in.)
Image Processing Functions		Deskew by text on document, Automatic size detection, Automatic rotation, Automatic color detection, Book image correction (8), Multiple document detection (9)
Included Items		AC cable, AC adapter, USB cable, Background Pad, Set-up DVD-ROM, Extenders (x2)
Warranty		3 years comprehensive on-site OEM warranty

12. Auto CAD- 2022 Software: (Qty. 8 user License)

Item	Minimum Technical Specification
Sales Package	<ul style="list-style-type: none"> AutoCAD - including specialized toolsets AD Commercial New Single-user ELD (electronic download) Annual Subscription
Content Included	<ul style="list-style-type: none"> 2d/ 3d drawing features. Save to web and mobile. Save drawings from your desktop to view and edit on the AutoCAD web and mobile apps, Xrefs included Shared views. Comprehensive 2D documentation, Intuitive user interface. Innovative technologies.
Ideal For	<ul style="list-style-type: none"> 2d and 3d drawing design
Latest Version	<ul style="list-style-type: none"> 2022
Exportable Formats	<ul style="list-style-type: none"> DWG
Languages Supported	<ul style="list-style-type: none"> English
Subscription	3 year Subscription Single user

**13. UPS 1 KVA with Minimum 20 Min. Backup: (Qty. 197 No.)**

Item	Minimum Technical Specification
UPS Capacity	1 KVA
Protection	Full Protection
Back up time	168 VAH for 30 Minutes backup on 1 PC (Inbuilt Batteries)
Indicator	Mains On/ On Battery/ Low Battery/ Fault/ Overload
Plug and cable	Input cable of 1.5 Mtr with 3 pin Indian plug and output have 4 nos. of 5 pin Indian socket
Battery Type	Sealed Lead Acid Valve Regulated
Alarm	ON Battery/ Fault Over Load, Low Battery
Certifications	BIS, ISO, ROHS
Test report	OEM should submit test report for the quoted model issued by state/ central laboratory (not old from last 5 Years)
Warranty	3 years comprehensive on-site OEM warranty



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

To,
Joint Director(SA),
Rajasthan Housing
Board, Awas Bhawan,
Jyoti Nagar
Jaipur

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

_____ dated:_____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified

Signature:Authorised Signatory: -

Seal of the Organization:

-Date:

Place:



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

To,
Joint Director(SA),
Rajasthan Housing Board,
Awasthawan, Jyoti Nagar
Jaipur

In response to the NIB Ref. No. _____ dated: _____ for
supply of IT Equipment's to RHB as an Owner/ Partner/ Director/ Auth. Sign. of
_____, I/ We hereby declare that presently our Company/ firm
_____, at the time of bidding: -

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,
Joint Director(SA),
Rajasthan Housing Board,
Awasthawan, Jyoti Nagar
Jaipur

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 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.

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:



ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS {to be filled by the bidder

(On Rs. 100/- Non-judicial stamp paper)}

To,
Joint Director(SA),
Rajasthan Housing Board,
Awasthawan, Jyoti Nagar
Jaipur

Reference: NIB No. _____ dated: _____

This has reference to the items being supplied/quoted to you vide bid ref. no. NIB 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: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER{to be submitted by the bidder on his Letter head}

To,
Joint Director(SA),
Rajasthan Housing Board,
Awasthawan, Jyoti Nagar
Jaipur

Reference: NIB No. _____ dated _____

Dear Sir,

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.

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.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

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.

I / We agree to abide by this bid for a period of 90 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.

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.

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.

We understand that you are not bound to accept the lowest or any bid you may receive.

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.

Date:

Authorized Signatory

Name:

Designation:



FINANCIAL BID FORMAT
(NOT TO Fill RATES and Enclosed in Technical Documents
Only quote rates in BoQ file)

	ITEMS	Qty. in Nos	Unit's Base Price	Total Price of each item (Col. 5= 3*4)	GST Amount on Unit Rate, if applicable (Col. 6= 5 * Applicable GST Rate)
4	2	3	4	5	6
1	All In One Desktop	23			
2	Work Station (For the use of Auto CAD S/W):	07			
3	Desktop Compute	181			
4	MFP Laser Printer Color – A4 Size:	12			
5	Laser MFP B/W Printer (Duplex print option (A4)	89			
6	Laser Printer (A4 Size)	105			
7	InkTank Colour Printer A 3 Size	02			
8	Laser Printer A 3 size B&W Duplex	02			
9	High Speed Scanner A3 Size	04			
10	High Speed Scanner Legal Size	06			
11	Overhead Document Scanner	04			
12	Auto CAD 2022 Software	08			
13	UPS 1 KVA with Minimum 20 Min. Backup	197			

*Note: All type of taxes shall be applicable as per prevailing Govt. norms.



ANNEXURE-9: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2023 by and between Rajasthan Housing Board (RHB), Jaipur, having its head office at "Awasthawan", Jyoti Nagar, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RHB) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at _____ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RHB along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RHB to M/s _____ at the rates set forth in the work order no. _____, _____ will duly supply the said articles set forth in "Annexure-1: Bill of Material" thereof and provide related services in the



Designation: Company:	Joint Director(SA), RHB
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Joint Director(SA), RHB,
() Designation: Company:	() Designation: Joint Director(SA), RHB,



ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof
Before the (First/ Second Appellate Authority)

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

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

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

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature



ANNEXURE-11: MANUFACTURER’S AUTHORIZATION FORM (MAF) {to be filled by the OEMs} (Indicative Format)

To,
{Procuring Entity},

Subject: Issue of the Manufacturer’s Authorisation Form (MAF)
Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

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

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

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, during the warranty / Maintenance period.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 3 years from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 3 years from the date of bid submission.]

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

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

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

i . A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

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

Annexure B : Declaration by the Bidder regarding Qualification

Declaration by the Bidder

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

1. I/we Possess the necessary professional, technical, financial and Managerial resources and competence required by the Biding 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/or business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I / we do not have, and our directory and officers not have, been convicted of any criminal offence related to my/our Professional conduct or the making or false statements or misrepresentations as to my / our qualifications to entire into a procurement contact 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 Biding Document, which materially affects fair competition;

Date :

Place

Signature of bidder

Name :

Designation:

Address :



Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(I) 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 ground 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; an
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Signature of Bidder

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price. in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (1) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) 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.

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

Appeal Noof
Before the..... (First / Second Appellate Authority)

I. Particulars of appellant:

- (i) Name of 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 or 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