

2014

**Department of Information  
Technology & Communications  
(DoIT&C),  
Government of Rajasthan (GoR)**

**RFP Document for Rate Contract for  
Selection of an Agency for providing  
Design, Printing and Supply of IEC  
Material and Services**

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**Request for Proposal (RFP) Document**  
**Rate Contract for Selection of an Agency for  
providing Design, Printing and Supply of  
IEC Material and Services**

Reference No. F8(227)/DoIT/Gen/14/II/20230/2014

Jaipur, Dated: 19.06.2014

<b>Mode of Bid Submission</b>	Manual
<b>Procuring Authority</b>	Commissioner, DoIT&C, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
<b>Date &amp; Time of Pre-bid meeting</b>	• Date/ Time: 26-June-2014 at 3:00 PM
<b>Last Date &amp; Time of Submission of Bid</b>	• End Date:21-July-2014 at 3:00 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	• Date:21-July-2014 at 3:30 PM

Bidding Document Fee: INR One Thousand Only (INR 1000 only)

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

**Department of Information Technology & Communications (DoIT&C)**

2<sup>nd</sup> Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur  
(Rajasthan)

Phone: 0141-2224855 Fax: 0141-2222011

Web: <http://doitc.rajasthan.gov.in>, Email: [sonia@rajasthan.gov.in](mailto:sonia@rajasthan.gov.in)

**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto including subsequent amendments, if any, and as applicable
<b>Authorised Signatory</b>	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.
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes a proposal and/ or quotation.
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	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
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Commissioner, IT&C, Govt. of Rajasthan in this bidding document.
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>eGRAS</b>	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). e-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: <a href="https://e gras.raj.nic.in/">https://e gras.raj.nic.in/</a>
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	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
<b>IEC</b>	Information, Education and Communication
<b>IFB</b>	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)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>Performance Security Deposit (PSD)</b>	Performance Security Deposit is the security which is submitted by the bidder against the contract value.
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	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
<b>Procurement/ Public Procurement</b>	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
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>Purchaser/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DoIT&C, GoR in this RFP document.
<b>Rate Contract</b>	A rate contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>RFP/ Bidding Document</b>	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
<b>RISL</b>	RajCOMP Info Services Limited
<b>RVAT</b>	Rajasthan Value Added Tax
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, warranty, 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
<b>SLA</b>	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.
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>Validity of Rate Contract</b>	Rate Contract shall remain valid for a period of One (1) year from the date of issue of letter of Rate Contract to the successful bidder(s) for various sub items under Design, Printing and Supply of IEC Materials Category.
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order

**1. NOTICE INVITING BID (NIB)**

<b>Unique Bid Number</b>	<ul style="list-style-type: none"> <li>DoIT/RC/2014/29</li> </ul>
<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Commissioner, DoIT&amp;C, GoR</li> <li>Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Ms. Sonia Chaturvedi</li> <li>Designation: ACP (Dy. Director)</li> <li>Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Email: sonia@rajasthan.gov.in</li> </ul>
<b>Subject Matter of Procurement</b>	Rate Contract for selection of an agency for providing design, printing and supply of IEC material and services for a period of One year from the date of issue of letter of Rate Contract to the successful bidder (Estimated Project Cost: Rs. 23 Lakhs)
<b>Bid Procedure</b>	Single-stage: Two-part (envelope) open competitive bidding (Manual)
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://www.rajasthan.gov.in">http://www.rajasthan.gov.in</a>, <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a></li> <li>Bidding document fee: Rs. 1,000/- (Rupees One Thousand Only) in Cash/ Banker's Cheque/ Demand Draft of a Scheduled Bank in favour of "Secretary &amp; Commissioner, DoIT&amp;C" payable at "Jaipur".</li> </ul>
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): 46,000/- (Rupees Forty four Thousand Only) For S.S.I. of Rajasthan, 25% of the above mentioned value and for Sick Industries, other than S.S.I, whose cases are pending with Board of Industrial &amp; Financial Reconstruction, 50% of the above mentioned value</li> <li>Mode of Payment: Banker's Cheque/ Demand Draft of a Scheduled Bank in favour of "Secretary &amp; Commissioner, DoIT&amp;C" payable at "Jaipur".</li> </ul>
<b>Uploading of Draft RFP</b>	19-June-2014 at 5:00 PM
<b>Date/ Time/ Place of Pre-bid Meeting</b>	<ul style="list-style-type: none"> <li>Date/ Time: 26-June-2014 at 3:00 PM</li> <li>Place: DoIT&amp;C, Committee Room, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Last date &amp; time of submission of pre-bid queries</b>	<ul style="list-style-type: none"> <li>Date/Time: 26-June 2014 at 5.00 PM</li> </ul>
<b>Uploading of final bid document and Start of Sale of final bid document</b>	<ul style="list-style-type: none"> <li>Date/Time- 4<sup>th</sup>July 2014 at 4.00 PM</li> </ul>
<b>End Date for the sale of Final Bid document</b>	<ul style="list-style-type: none"> <li>End Date:21-July-2014 at 2:30 PM</li> </ul>
<b>End date &amp; time of submission of bid</b>	<ul style="list-style-type: none"> <li>End Date: 21-July 2014 at 3.00 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee and Bid Security</b>	To be submitted along with the Technical Bid
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>Date:21-July-2014</li> <li>Time: 3:30 PM</li> <li>Place: DoIT&amp;C, Committee Room, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders

<b>Bid Validity</b>	120 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"><li>1) Bidder (authorised signatory) shall submit their offer manually(both technical and financial proposal). Tender Feesand Bid Security should be submitted within the Technical Bid/ Proposal envelope.</li><li>2) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li><li>3) 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.</li><li>4) 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.</li><li>5) The provisions of RTPPA Act 2012 and Rules thereto, including all subsequent amendments, shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.</li></ol>	

**(Akhil Arora)**  
Commissioner  
DoIT&C, Govt. of Rajasthan

## **2. PROJECT PROFILE & BACKGROUND INFORMATION**

Department of Information Technology and Communications (DoIT&C), Government of Rajasthan (GoR) is the state nodal agency for executing IT / e-governance projects in the State of Rajasthan. Time to time DoIT&C manages various events, conferences, seminars, workshop etc. at various locations within Rajasthan and requires various items and services for the successful conduction of the events. Information Education Communication (IEC) campaign holds great importance to educate citizens and other stakeholders and make them aware about the importance and benefits of the key initiatives of the state. Thus DoIT&C intends to enter into a Rate Contract for Selection of an Agency for providing Design, Printing and Supply of IEC Materials and Services.

As part of the selection process, a single supplier shall be selected on Rate Contract basis through this tender for supply of all the items mentioned in Scope of Work (Chapter-4). The contract is for a period of One (1) year, from the date of issue of letter of Rate Contract to the successful bidder.

### **Need & Benefits of the Project**

The selected bidder/Agency would help DOIT&C in providing Design and Printing services during the various events to be organized by DoIT&C. This will facilitate DOIT&C in delivering intended services timely and effectively with proper care taken off by the selected bidder / Agency regarding the Design, Printing & Supply of IEC Materials.

### 3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) 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 registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act, if applicable, 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.	Copy of valid Registration Certificates OR Copy of Certificates of incorporation
2.	Financial: Turnover	Minimum Average Annual Turnover of the bidder during last three financial years, i.e., from FY 2010-2011 to FY 2012-2013 (as per the last published audited balance sheets) should not be less than INR 50 Lakhs.	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder as on 31-03-2013 should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Technical Capability	The bidder must have successfully executed/ completed assignments of related services (under Design, Printing and Supply of IEC Materials & Services category) for any Government Organisation/ PSU, of minimum value of INR 15 Lakhs in any of the last three years from the bid submission deadline.	CA/ Statutory Auditor Certificate OR Work Order from the client along with the completion certificate
5.	Tax registration and clearance	The bidder should have a registered number of i. VAT/ CST where his business is located ii. Service Tax Registration iii. PAN  The bidder should have cleared his VAT dues up to 31 <sup>st</sup> March, 2014 to the State Government.	Copies of relevant certificates of registration and  VAT clearance certificate from concerned department.
6.	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	A Self Certified letter as per Annexure-4: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>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;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document.</p>	

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above:-
- the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”.
  - the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

#### **4. SCOPE OF WORK, DELIVERABLES & TIMELINES**

##### **1) Detailed Scope of Work**

The objective of the RFP is to select Agency(s) specialised in providing Design, Printing and supply of IEC Material and Services on Rate Contract basis for a period of One (1) year, from the date of issuance of letter of Rate Contract to the successful bidder.

The detailed categorization of deliverables and list of line items/ services with minimum Standard Specifications / configurations has been provided in Annexure-1. During the period of rate contract, DoIT&C may place multiple purchase order to the selected bidder for any no. of units up to the validity of the rate contract. However, this Rate Contract doesn't ensure necessarily placing of a work order by DoIT&C to the selected bidder.

Detailed scope of work for the project is as listed below:

<b>Sr. No.</b>	<b>Name of Item</b>
<b>Design, Printing and supply of IEC Materials</b>	
1.1	Designing, Printing and Supply of Directions Sign-boards
1.2	Designing, Printing and Supply of Cloth Banners
1.3	Designing, Printing and supply of Flex
1.4	Designing, Printing and supply of Standees
1.5	Designing, Printing and supply of Booklet
1.6	Designing, Printing and supply of Pamphlet
1.7	Designing, Printing and supply of Leaflet
1.8	Designing, Printing and supply of Posters
1.9	Designing, Printing and supply of Frame Flex
1.10	Designing, Printing and supply of Sun Board

**Operations** -The following broad operations need to be completed by the selected bidder for the list of items mentioned –

- a. **Finalization of Design / Layout** -The bidder shall be responsible for designing of all the printing materials along with setting up of layout plan.
- b. **Printing** – The bidder shall carry out the printing work as directed and approved by DoIT&C meeting all the specification and standards mentioned in the RFP.
- c. **Supply of material** –The supplier needs to deliver finished material at identified / designated place in line with the stated requirement.
- d. **Final Finishing** -The supplier has to ensure that the above mentioned items are in a finished form and in new and fully operative condition when handed over. Bidder shall have repaired and remove all signs of damage that might have been done during the course of transportation and fixing of supplied items.

The selected bidder has to collect a receipt of delivery of material from the designated nodal officer and shall attach the same while submitting the invoice for payments. The designated nodal

officer shall check the quality of material and can reject the delivered material if it does not meet the minimum criteria set forth in this bidding document.

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

- a. The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the selected bidders shall arrange supplies and provide the required services within the specified period.

S.No.	Scope of Work	Deliverables	Timelines
<b>Design, Printing and supply of IEC Materials</b>			
1.1	Designing, Printing and Supply of Directions Sign-boards	Delivery receipt/ acceptance from designated nodal officer	Within 10 days from the date of work order or as specified in the work order
1.2	Designing, Printing and Supply of Cloth Banners		
1.3	Designing, Printing and supply of Flex		
1.4	Designing, Printing and supply of Standees		
1.5	Designing, Printing and supply of Booklet		
1.6	Designing, Printing and supply of Pamphlet		
1.7	Designing, Printing and supply of leaflet		
1.8	Designing, Printing and supply of Posters		
1.9	Designing, Printing and supply of Frame Flex		
1.10	Designing, Printing and supply of Sun Board		

- b. It should be noted that, any delay in the stipulated timelines, shall attract Liquidated Damages (LD) to the selected bidder as per the details mentioned in the subsequent sections of this bidding document.

## 5. **INSTRUCTION TO BIDDERS (ITB)**

### 1) **Bid Security**

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

- a) In lieu of bid security, a bid securing declaration shall be taken from 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 or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand drafts, in specified format, of a scheduled bank or deposited through eGRAS. 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 bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- i) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.

- j) No interest shall be payable on the bid security (EMD).
- k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- l) The procuring entity shall promptly return the bid security of the successful bidder 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.

## **2) 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 bids. The complete bidding documents shall also be placed on the State Public Procurement Portal and other websites as per NIB. The prospective bidders shall be permitted to download the bidding document from the specified website(s) 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.

## **3) Pre-bid Meeting/ Clarifications**

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - a. Last date of submitting clarifications requests by the bidder: as per NIB
  - b. Response to clarifications by procuring entity: as per NIB

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

#### **4) Changes in the Bidding Document**

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:  
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

#### **5) Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period 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.

#### 6) Format and Signing of Bids

- a) The bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- b) The bid shall be typed or written in ink and it's all the pages shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorisation shall consist of a written confirmation as per "Annexure-5: Certificate of Conformity/ No-Deviation" of the bidding document and shall be attached to the technical bid.
- c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

#### 7) Sealing and Marking of Bids

- a) Bidders may submit their bids by post or by hand delivery in one large single envelope.
- b) The inner and outer envelopes shall: -
  - a. bear the name and complete address along with telephone/ mobile number of bidder;
  - b. bear complete address of the procuring entity with telephone number, if any;
  - c. bear the specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and
  - d. bear a warning not to be opened before the time and date for bid opening, in accordance with the NIB.
- c) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- d) A Single stage-Two part/ envelope system shall be followed where: -
  - a. Technical Bid, including fee details and all the eligibility documents, should be enclosed in one sealed envelope
  - b. Financial Bid should be enclosed in second sealed envelope
  - c. The envelopes containing the technical and financial bid shall then be enclosed in one large single outer envelope.
- e) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document
1.	Bidding document Fee (Tender Fee)	Proof of submission
2.	Bid Security (EMD)	Instrument/ Proof of submission
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
5.	Self-Declaration	As per Annexure-4

6.	Certificate of Conformity/ No Deviation	As per Annexure-5
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- f) 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-6
2.	Financial Bid	As per Annexure-7

- g) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

#### 8) 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/ Hindi 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.

#### 9) Alternative/ Multiple Bids

- a) Alternative/ Multiple Bids shall not be considered at all.

#### 10) Deadline for the submission of Bids

- a) Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation

and submission of their bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non-working day, the bids shall be received or opened on the next working day.

#### **11) Late Bids**

- a) The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
- b) Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the bidder by registered post.

#### **12) Receipt and Custody of Bids**

- a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.
- b) The person authorised to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.
- c) All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving person.
- d) The received bids shall be kept in safe custody in lock and key by the person authorised to receive the bids.
- e) The location of bid box shall be such as to facilitate easy access to bidders. The bid box shall have two sealed locks. The key of one of the locks shall remain with the procuring entity and the key of the other lock shall be with the person authorised to receive the bids.
- f) Bids received by the authorised person on or before the time and date fixed for receipt of bids shall be entered in bids receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of bids received up to the last time and date for submission of bids.
- g) The record of bids received late through post shall be entered in bids receipt register after closing the register as per (f) above.
- h) Bids received by telegram or given on form other than the prescribed form shall not be considered.

### **13) Withdrawal, Substitution, and Modification of Bids**

- a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -
  - i. submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
  - ii. received by the procuring entity prior to the deadline prescribed for submission of bids.
- b) Bids requested to be withdrawn shall be returned unopened to the Bidders.
- c) No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

### **14) Opening of Bids**

- a) The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the bidders or their authorised representatives, who choose to be present.
- b) The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of bids opening committee and obtain its signature in the bids receipt register.
- c) The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- d) The bids shall be opened by the bids opening committee in the presence of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- e) The bid opening 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 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.
- f) First, envelopes marked as "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and readout and

recorded in bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened. Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at bid opening. Envelopes marked as "MODIFICATION" shall be opened thereafter, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

- g) All other envelopes shall be opened one at a time and the following details shall be read out and recorded: -
- a. the name of the bidder and whether there is a substitution or modification;
  - b. the bid prices (per lot if applicable);
  - c. the bid security, if required; and
  - d. any other details as the committee may consider appropriate.

After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall be initialled legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

- h) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee (if any) or user charges and bid security.
- i) The bid opening committee shall prepare a record of the bid opening that shall include the name of the bidder and whether there is a withdrawal, substitution, or modification, the bid price, per lot (if applicable), any discounts and alternative offers (if they were permitted), any conditions put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the committee shall also sign the record with date.

- j) In case of single stage: two part/ envelope bids, only outer envelopes and envelopes marked as “Technical Bid” shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as “Financial Bid” shall be kept intact and safe and shall be opened of only those bidders who qualify in the evaluation of their Technical Bids in the manner as mentioned in (c) to (j) above, on the date and time to be intimated to those bidders.
- k) In case, during Technical bid opening, the financial bid is also found in the Technical Bid envelope, then the bid opening committee, in the presence of bidders, shall seal the financial bid in a separate envelope.

#### **15) Selection Method**

- a) The selection method is Least Cost Based Selection (LCBS).
- b) The Rate Contract would be entered to with only One Bidder.

#### **16) Clarification of Bids**

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee’s request for clarification and the response of the bidder shall be in writing.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

#### **17) Evaluation & Tabulation of Technical Bids**

##### **a) Preliminary Examination of Bids**

The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been sealed as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;

- d. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- e. bid is unconditional and the bidder has agreed to give the required performance security; and
- f. other conditions, as specified in the bidding document are fulfilled.

**b) 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.

**c) Non-material Non-conformities in Bids**

- a. The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- d) **Technical Evaluation Criteria:** Bids shall be evaluated based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "Sealing and Marking of Bids". Bidders are expected to quote for all the items. In case, a bidder does not quote for either of the item, the bid shall be summarily rejected and financial bid shall not be opened for the same bidder. Similarly, in case the proposal of a bidder is non-responsive for any item, the bidder shall be technically disqualified.
- e) **Tabulation of Technical Bids**
  - a. The Technical Bids 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.
  - f) 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.
  - g) 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.

#### 18) **Evaluation & Tabulation of Financial Bids:**

Subject to the provisions of "Acceptance of Successful Bid and Award of Rate Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;

- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of total cost in financial bid. A list of L1, L2.....will be prepared accordingly.
- g) The rates quoted by L1 bidder for each item/sub activity shall be accepted as the tender rate.
- h) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous bid in other case;
- i) The members of bids evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.
- j) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

**19) 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.

**20) Comparison of rates of firms outside and those in Rajasthan:**

While tabulating the financial bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

**21) 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.

## **22) Negotiations**

- a) Negotiations may, however, be undertaken with the lowest bidder when the rates are considered to be much higher than the prevailing market rates.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) The lowest 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.
- d) 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.
- e) In case of non-satisfactory achievement of rates from lowest bidder, the bid evaluation committee may choose to make a written counter offer to the lowest bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- f) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## **23) 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.

#### **24) Lack of competition**

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

#### **25) Acceptance of the successful Bid and award of rate contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid

evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the rate 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 rate contract to the bidder(s) 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(s) 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 rate contract" is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the letter of rate contract 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 "Agreement for rate contract" is executed, the "letter of rate contract" 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.

## **26) Information and publication of award**

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

**27) 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.

**28) Right to Vary Quantity**

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

**29) Execution of Agreement for Rate Contract**

- a) A procurement contract shall come into force from the date on which the letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the Agreement for Rate Contract within 15 days from the date on which the letter of intent is despatched to the successful bidder.
- a) If the bidder, who has been selected for rate contract, fails to sign a written agreement for rate contractor 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.
- c) The bidder will be required to execute the agreement for rate contract on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

**30) 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(s) for supply 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(s) from DoIT&C.
- b) The work order shall specify the quantity of various items to be supplied along with location details and delivery schedule for supply.

**31) Performance Security Deposit**

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder 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 5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% 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 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
  - a. deposit through eGRAS;
  - b. Bank Draft or Banker's Cheque of a scheduled bank;
  - c. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - d. 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;
  - e. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] 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.

### **32) 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.

### **33) 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.

### **34) 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 bank rate;
  - 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.

### **35) Conflict of Interest**

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

### **36) 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.

### 37) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - 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 endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (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 or as determined by GoR  
 Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:

- a. Every appeal under (a) and (c) above shall be as per Annexure-15 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.

### **38) 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.

**39) 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.

**40) Offences by Firms/ Companies**

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
- a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offences: 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.

**41) 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.

#### **42) 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.

## **6 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 providing warranty 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**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of

the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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

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) Service of Notice, Documents & Orders**

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

#### **6) Validity of Rate Contract :**

- a) Rate Contract shall remain valid for a period of One (1) year from the date of issue of letter of Rate Contract to the successful bidder(s) for various sub items under Design, Printing and Supply of IEC Materials Category.
- b) It shall be ensured that new rate contracts become operative right after the expiry of the existing rate contracts without any gap. In case it is not possible to conclude the new rate contracts due to unavoidable reasons, the existing rate contracts may be extended on same price, terms and conditions for a period not exceeding 3 months. In such cases it shall be ensured that market prices have not fallen down during the period.

#### **7) Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the work order.
- b) Unless otherwise stipulated in the contract for execution of work order, 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.

## **8) Delivery**

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) Bidders shall be asked to supply the items as per specification within the specified delivery/ completion period at designated places within Jaipur and the details of supply/ shipping and exact locations where the items need to be supplied shall be specified in the work order and/ or contract.
- c) 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.
- d) The Supplier/ Selected Bidder shall arrange to supply and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- e) This Rate Contract is primarily for the supply & delivery of materials within Jaipur.

## **9) Supplier's/ Selected Bidder's Responsibilities:**

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or work order.

## **10) Purchaser's Responsibilities**

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

## **11) Contract Price**

- a) The Rate Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the

Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

#### **12) Recoveries from Supplier/ Selected Bidder**

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills or Performance Security Deposit (as the case may be).
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for 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 Bid Security 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 TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

**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 DOIT&C or 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) Specifications and Standards**

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
  - 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 the Contract for execution of work order shall conform to the standards mentioned in work order 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 work order. 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.

#### **17) 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.

#### **18) 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.

#### **19) Inspection**

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all

reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.

- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

## **20) Testing charges**

DOIT&C may conduct testing of items delivered by the bidder from any third party or approved agencies on its behalf. Testing charges shall be borne by DoIT&C. In case, test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

## **21) 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 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.

## **22) Delivery period & Extent of Quantity – Repeat Orders**

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

arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

### **23) Freight**

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

### **24) Payments**

- a) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/ reputed goods transport companies, etc., and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder.
- b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be borne by the bidder.
- c) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- d) 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.

### **25) Liquidated Damages (LD)**

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply complete:-
  - delay up to one fourth period of the prescribed delivery period: 2.5%
  - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
  - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
  - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

## **26) Price Fall**

If the selected bidder reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

## **27) Settlement of Disputes**

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

## **28) 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: -

- i. the supply of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- ii. 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.

**29) Limitation of Liability:** Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

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

### **31) 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.

### **32) Termination**

#### **a) Termination for Default**

- i. The tender sanctioning authority of DOIT&C may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
  - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DOIT&C; or
  - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If DOIT&C 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**

DOIT&C 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 DOIT&C.

#### **c) Termination for Convenience**

- i. DOIT&C, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience,

the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

## **7 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

### **1) Bidders to Bid for all Items**

Bidder must quote for all the items mentioned in the financial bid. In case, a bidder does not quote for any item, the bid shall be summarily rejected.

### **2) Payment Terms and Schedule**

- a) Payment schedule: - Payments to the selected bidder, after successful completion of the specified deliverables & related services as per SoW/ Work Order, would be made as under: -

<b>Milestones</b>	<b>Deliverables</b>	<b>Payment Schedule</b>
Items in Section 4.1	Delivery & Final acceptance letter from designated nodal officer	100% of total value of actual items/ services delivered/ supplied and accepted (as per work order).

- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) The Financial Bid Annexure 7 gives only an estimate of the number of quantities required however, the payment will be made to the supplier on the actual number of supplied goods or services rendered.
- d) Due payments shall be made promptly by the purchaser, generally within forty five (45) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- 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) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this work order, will be deducted from the payments for the respective milestones.

- j) Taxes (work contract tax, service tax, VAT, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.
- k) If the rates of raw materials like flex, electricity, water, printing ink, diesel, petrol etc. witness fluctuations during the rate contract period; the department is not liable to pay any extra amount to bidder.
- l) No advance payment will be made to bidder and the payment would be made only after work completion as per terms and conditions of RFP after every work order.

### **3) Other Special Terms**

- a) In case the bidder fails to supply the final deliverables within stated timelines, the LD as per clause "liquidated damage" would be applicable.
- b) In case of any errors/ inaccuracies remain in supply and services even after the final approval of design from the purchaser, then the selected bidder has to take corrective actions on bidder's part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the LD as per clause „liquidated damage“ would be applicable.
- c) In case of short supply / service penalty of 10 % of the total Work Order Value would be deducted and shall be adjusted against the payable payment, if any.
- d) In case, the outcome of the sample testing of materials supplied is not in the limit of (- 5%) standards/parameters prescribed in the RFP, then the purchaser will take decision on the payable amount for the supplied Items.
- e) Further, the purchaser reserves the right to decline the supply or imposition of penalty in case of errors/ inaccuracies or substantial errors in the supplied goods.
- f) The items used by supplier should be of good quality and fitted properly.
- g) This Rate Contract is primarily for the Hiring of Design, Printing and Supply of IEC Materials Services within Jaipur.

**ANNEXURE-1: TECHNICAL SPECIFICATIONS and STANDARDS**

*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.*

Sr.	Name of Item	Item Description
<b>Design, Printing and Supply of IEC Materials</b>		
1.1	Designing, Printing and supply of Directions Sign-boards	<ul style="list-style-type: none"> <li>Flex – 13 ounce UV Coated &amp; Water Proof</li> <li>Indicative Size – 6*3 sq ft.</li> <li>Flex sheet (multicolor) - sheet printing</li> <li>T Stands for proper erection</li> </ul>
1.2	Designing, Printing and supply of Cloth Banners	<ul style="list-style-type: none"> <li>Design &amp; Supply Cloth Banners</li> <li>Indicative Size – 6*3 sq ft.</li> </ul>
1.3	Designing, Printing and Supply of Flex	<ul style="list-style-type: none"> <li>Flex – 13 ounce UV Coated &amp; Water Proof</li> <li>Size – Size may vary but preferably of size 4"*4" and 6"*6" with 7" ht.</li> <li>Flex sheet (multicolor) - sheet printing</li> </ul>
1.4	Designing, Printing and Supply of Standees	<ul style="list-style-type: none"> <li>Multi-colour Print &amp; pasting of Flex on Roll up/fixed Frame with proper arrangement to erect firmly</li> <li>Flex – 13 ounce UV Coated &amp; Water Proof</li> <li>Indicative Size – 6*3 sq. ft.</li> <li>Flex sheet (multicolor) - sheet printing</li> <li>Mounted on aluminum and packed in easy to carry shoulder bag</li> </ul>
1.5	Design & Printing and supply of Booklet with Binding	Size : A4 / A5 Size Booklet Paper: 170 GSM (Glossy imported paper/ matte finish paper) / Maplitho Paper Multicolour Printing / Single Colour Printing Min number of Pages : 4 Min Copies : 100 / 500 / 1000
1.6	Design & Printing and supply of Pamphlet / Booklet Cover with Lamination	Size : A4 / A5 Size Cover Paper : 300 GSM Multicolour Printing / Single Colour Printing with lamination of Front and Back Cover Page Min number of Pages : 4 Min Copies : 100 / 500 / 1000
1.7	Design & Printing and supply of leaflet	Size : A4 / A5 Size Paper : 120 GSM Multicolour front back Printing / Single Colour front back Printing Min Copies : 100 / 500 / 1000
1.8	Design & Printing and supply of Posters	Size : A3 Size Paper : 300 GSM Multicolour Printing / Single Colour Printing Min Copies : 100/500/1000
1.9	Design & Printing and supply of Framed flex	<ul style="list-style-type: none"> <li>Flex – 13 ounce UV Coated &amp; Water Proof</li> <li>Size – As per requirement</li> <li>Flex sheet (multicolor) - sheet printing</li> <li>Framing with M.S. Pipe of size 1"*1"</li> </ul>
1.10	Design & Printing and supply of Sun Board	<ul style="list-style-type: none"> <li>Bidder to provide Sun Board Material (Ready to Use) for the Pasting &amp; Supply of Flex with 2.5 mm sheet</li> <li>Size – As per requirement</li> </ul>

**ANNEXURE-2: PRE-BID QUERIES FORMAT**{to be filled by the bidder}

Name of the Company/Firm: \_\_\_\_\_

Bidding Document Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

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

fName of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Clarification	Suggestion/

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

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

To,

{Procuring entity},

\_\_\_\_\_,

\_\_\_\_\_,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

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

To,

{Procuring entity},

\_\_\_\_\_

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

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

To,

{Procuring Entity},

\_\_\_\_\_

**CERTIFICATE**

This is to certify that, the specifications of Services / Items 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: FINANCIAL BID COVER LETTER & FORMAT**

**COVER LETTER**

To,

{Procuring Entity},

\_\_\_\_\_

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 \_\_\_\_\_ 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:

**ANNEXURE- 7: FINANCIAL BID FORMAT**

<b>Bidder Name:</b>						
<b>Sl. No.</b>	<b>Item Description</b>	<b>Unit of Measurement</b>	<b>Indicative Quantity</b>	<b>Base Unit Cost (incl. all incidental charges and all Taxes but excl. Raj. VAT) (in INR)</b>	<b>Per unit Raj. VAT (if applicable) (in INR)</b>	<b>Total Amount (incl. all incidental charges and all Taxes but excl. Raj. VAT) (in INR)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7 = 4 * 5</b>
<b>Design, Printing and Supply of IEC Materials</b>						
1.1	Designing, Printing and supply of Directions Sign-boards	Per square Feet	600			
1.2	Designing, Printing and supply of Cloth Banners	Per Square Feet	900			
1.3	Designing, Printing and supply of Flex	Per Square Feet	10000			
1.4	Designing, Printing and supply of Standees	Per Piece Basis	50			
1.5. 1	A 4 Designing, Printing and supply of Multicolour Booklet on Glossy paper/ matte finish paper - 100 Copies	Per Piece Basis	500			
	500 Copies	Per Piece Basis	2500			
	1000 Copies	Per Piece Basis	8000			
1.5. 2	A 5 Designing, Printing and supply of Multicolour Booklet on Glossy paper/ matte finish paper - 100 Copies	Per Piece Basis	300			
	500 Copies	Per Piece Basis	1500			
	1000 Copies	Per Piece Basis	5000			
1.5. 3	A 4 Designing, Printing and supply of Single Colour Booklet on Glossy paper/ matte finish paper - 100 Copies	Per Piece Basis	200			
	500 Copies	Per Piece Basis	1000			
	1000 Copies	Per Piece Basis	2000			
1.5. 4	A 5 Design & Printing of Single Colour Booklet on Glossy paper/ matte finish paper - 100 Copies	Per Piece Basis	200			
	500 Copies	Per Piece Basis	1000			

	1000 Copies	Per Piece Basis	2000			
1.5.5	A 4 Designing, Printing and supply of Single Colour Booklet on Maplitho paper-100 Copies	Per Piece Basis	200			
	500 Copies	Per Piece Basis	1000			
	1000 Copies	Per Piece Basis	2000			
1.5.6	A 5 Designing, Printing and supply of Single Colour Booklet on Maplitho paper-100 Copies	Per Piece Basis	200			
	500 Copies	Per Piece Basis	1000			
	1000 Copies	Per Piece Basis	2000			
1.6.1	A 4 Designing, Printing and supply of Multi Colour Pamphlet/Cover Page - 100 Copies	Per Piece Basis	800			
	500 Copies	Per Piece Basis	4000			
	1000 Copies	Per Piece Basis	12000			
1.6.2	A 5 Designing, Printing and supply of Multi Colour Pamphlet/Cover Page - 100 Copies	Per Piece Basis	500			
	500 Copies	Per Piece Basis	2500			
	1000 Copies	Per Piece Basis	8000			
1.6.3	A 4 Designing, Printing and supply of Single Colour Pamphlet/Cover Page - 100 Copies	Per Piece Basis	400			
	500 Copies	Per Piece Basis	2000			
	1000 Copies	Per Piece Basis	4000			
1.6.4	A 5 Designing, Printing and supply of Single Colour Pamphlet/Cover Page - 100 Copies	Per Piece Basis	400			
	500 Copies	Per Piece Basis	2000			
	1000 Copies	Per Piece Basis	4000			
1.7.1	A 4 Designing, Printing and supply of Multi Colour leaflet - 100 Copies	Per Piece Basis	300			
	500 Copies	Per Piece Basis	1500			
	1000 Copies	Per Piece Basis	3000			

1.7.2	A 5 Designing, Printing and supply of Multicolour leaflet - 100 Copies	Per Piece Basis	300			
	500 Copies	Per Piece Basis	1500			
	1000 Copies	Per Piece Basis	3000			
1.7.3	A 4 Designing, Printing and supply of Single Colour leaflet - 100 Copies	Per Piece Basis	200			
	500 Copies	Per Piece Basis	1000			
	1000 Copies	Per Piece Basis	2000			
1.7.4	A 5 Designing, Printing and supply of Single colour leaflet - 100 Copies	Per Piece Basis	200			
	500 Copies	Per Piece Basis	1000			
	1000 Copies	Per Piece Basis	2000			
1.8.1	Designing, Printing and supply of Multi colour Posters 100 copies	Per Piece Basis	300			
	500 Copies	Per Piece Basis	1500			
	1000 Copies	Per Piece Basis	3000			
1.8.2	Designing, Printing and supply of Single Colour Posters 100 copies	Per Piece Basis	200			
	500 Copies	Per Piece Basis	1000			
	1000 Copies	Per Piece Basis	2000			
1.9	Designing, Printing and supply of framed flex	Per Square Feet	3000			
1.10	Designing, Printing and supply of Sun Board	Per Square Feet	2600			
	<b>Total Cost</b>					

**Note:\*** The above quoted Rates would be applicable for the entire duration of the Rate Contract.

- The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of total cost in financial bid. A list of L1, L2.....will be prepared accordingly.
- The rates quoted by L1 bidder for each item/sub activity shall be accepted as the tender rate.

**ANNEXURE-8: DRAFT AGREEMENT FOR RATE CONTRACT FORMAT**

This Agreement for Rate Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between Department of Information Technology and Communications (DOIT&C), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DOIT&C) 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 the Indian Companies Act, 1956 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 <NIT No \_\_\_\_\_>.

And whereas

M/s \_\_\_\_\_ 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 NIT 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 M/s \_\_\_\_\_ and has placed the Letter of Rate Contract having Reference No. \_\_\_\_\_ dated \_\_\_\_\_, on which M/s \_\_\_\_\_ has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

M/s \_\_\_\_\_ has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as Bid Security for the due performance of the rate contract.

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

1. The NIT Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by DOIT&C along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this rate contract and are binding on both the parties executing this rate contract.
2. This Agreement for Rate Contract shall remain valid for all the work orders to be issued to M/s \_\_\_\_\_ during the entire period of this Rate Contract.
3. In consideration of the payment to be made by DOIT&C to M/s \_\_\_\_\_ at the rates set forth in the Letter of Rate Contract Reference No. \_\_\_\_\_ dated \_\_\_\_\_, will duly supply and install the said articles set forth in all the work orders to be issued during the period of rate contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by M/s \_\_\_\_\_.
4. The DOIT&C do hereby agree that if M/s \_\_\_\_\_ shall duly supply & install the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DOIT&C will pay or cause to be paid to M/s \_\_\_\_\_, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to M/s \_\_\_\_\_ and completed by M/s \_\_\_\_\_ within the period as specified in the work order to be issued to M/s \_\_\_\_\_ during the period of rate contract.
6. In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which M/s \_\_\_\_\_ has failed to supply or complete the work:-

a) Delay up to one fourth period of the prescribed delivery period, & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ warranty services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. If M/s\_\_\_\_\_ requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. 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 M/s\_\_\_\_\_.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signed By:	Signed By:
( ) Designation: Company:	(Akhil Arora) Secretary & Commissioner Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation: Department of IT&C, Govt. of Rajasthan
( ) Designation: Company:	( ) Designation: Department of IT&C, Govt. of Rajasthan

**ANNEXURE-9: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....

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

1. Particulars of appellant:

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

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

- a. <please specify>
- b. <please specify>
- c. <please specify>

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

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

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

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

7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature