

2026-27



DEPARTMENT OF INFORMATION
TECHNOLOGY & COMMUNICATION
(GOVT. OF RAJASTHAN)

Rate Contract RFP for Supply Stationary, Computer Media, Consumables and other Office items for a period of 1 Year

2nd 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: storehq.doit@rajasthan.gov.in

Rate Contract Request for Proposal (RFP) for Supply Stationary, Computer Media, Consumables and other Office items for a period of 1 Year

Reference No. No.: F4(182)/DoIT&C/2023-10701-4212151

Dated: 30.09.2026

Unique bid number : ITC2627GLRC00048

Procuring Authority	Technical Director and Joint Secretary, 2 nd Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Last Date & Time of Submission of Bid	16.10.2026 at 02:00 PM
Date & Time of Opening of Technical Bid	16.10.2026 at 04:00 PM

Bidding Document Fee: Rs.1000/- Only (Rs. One Thousand only)

RISL Processing fee: Rs. 500/- Only (Rupees Five Hundred Only)

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



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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Secretary & Commissioner, IT&C, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A rate contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract Period	The Contract Period i.e., Rate Contract period shall be One (1) Year from the date of issue of signing the agreement.
Day	A calendar day as per GoR/ GoI.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
IFB	Invitation for Bids (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages

LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DoIT&C, GoR in this RFP document.
GST	Goods and Services Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

Reference No. : F4(182)/DoIT&C/2023-10701- 4212151		Dated: - 30.09.2026
Unique Bid Number: ITC2627GLRC00048		
Name & Address of the Procuring Entity	- Name: Technical Director and Joint Secretary - Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)	
Name & Address of the Project Officer In-charge (POIC)	- Name: Sh. Rajesh Asawa - Designation: System Analyst (Joint Director) & OIC Store - Tel. No. (0141)-2921180 - Email: rajeshasawa@rajasthan.gov.in, storehq.doit@rajasthan.gov.in	
Subject Matter of Procurement	RFP for Rate Contract for Supply of Stationary, Computer Media, Consumables and other Office items for a period of 1 Year	
Bid Procedure	Single-stage: Two-envelop open competitive e-Bid procedure at http://eproc.rajasthan.gov.in	
Bid Evaluation Criteria (Selection Method)	Technically responsive & lowest financially evaluated bidder for a particular category shall be awarded the contract for that category	
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	- Websites: https://sppp.rajasthan.gov.in https://doitc.rajasthan.gov.in - Bidding document fee: Rs. 1000/- (Rupees One Thousand only) in ➔ Cash Challan/Demand Draft in favour of “Commissioner, DoIT&C” payable at “Jaipur”. ➔ e-GRAS - Department Code – 195 (Information Technology and Communication Department) - Office Code – 1888 (Information Technology and Communication Department) - Budget Head – 0075-00-800-52-01 - RISL Processing Fee: Rs. 500 (Rupees Five Hundred only) in ➔ Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”. ➔ e-GRAS - Budget Head – 8658-00-102-16-01	
Period of Sale of Bidding Document	From 05.10.2026 at 02:00 PM to 16.10.2026 at 02:00 PM	
Estimated Procurement Cost	- Category 1(Compatible Toner & Refurbishing of Toner): Rs. 5. Lacs (As per Bill of Material) - Category 2(Storage, Memory & Others): Rs. 5.48 Lacs (As per Bill of Material) - Category-3 (Office/Computer Stationary & Other Office Items): Rs. 13.90 Lacs (As per Bill of Material)	

Bid Security and Mode of Payment	- Amount (INR): 2% of the estimated procurement cost, 0.5% for M.S.M.E. of Rajasthan, 1% for Sick Industries, other than M.S.M.E., whose cases are pending with Board of Industrial & Financial Reconstruction. - Mode of Payment: Banker's Cheque or Demand Draft or Bank of Guarantee (in specified format), of a Scheduled Bank in favour of "Commissioner DoIT&C" Payable at "Jaipur" Note: Any bidder may participate in any one or more category. If the bidder is bidding for more than one category, then bidder shall submit the cumulative amount required for those number of categories.
Submission of Banker's Cheque/ Demand Draft for Processing Fee and Bid Document Fee	- Start Date: 05.10.2026 at 02:00 PM - End Date: 16.10.2026 up to 02:00 PM
Manner, Place & Deadline for the bid submission	- Manner: Online at e-Proc - Start Date: 05.10.2026 at 02:00 PM - End Date: 16.10.2026 at 02:00 PM
Date/ Time/ Place of Technical Bid Opening	- Date: 16.10.2026 at 04:00 PM - Place: DoIT&C, Store Section, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
Note: - Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees and RISL Processing Fees should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. - In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft/ e-Grass Single Challan for Tender Fee, and RISL Processing Fee as specified in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favour of "Commissioner DoIT&C, Jaipur" and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank or shall be paid through e-Grass Single Challan. - To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). - DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. - Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further	

details about the e-Tendering process.

- 6) Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

e-mail: eproc@rajasthan.gov.in

Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) 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.
- 9) 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.
- 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

OIC Store, Doit&C, HQ

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 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. OR A limited liability partnership firm registered under LLP Act.	- Copy of valid Registration or Incorporation Certificate OR A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder
2	Financial Turnover	Aggregate Turnover of the bidder during financial years 2023-24, 2024-25 and 2025-26 should be For category 1: at least Rs.5 Lacs For category 2: at least Rs.6 Lacs For category 3: at least Rs. 14 Lacs Note: If a bidder participates in two or more categories, the bidder shall have a cumulative minimum aggregate turnover equal to the sum of the prescribed turnover requirements of all categories applied.	CA Certificate with CA's Registration Number
3	Financial: Net Worth	The net worth of the bidder, as on 31.03.2026, should be Positive.	CA Certificate with CA's Registration Number
4	Tax registration and clearance	The bidder should have a i. GST registration certificate ii. PAN number.	Relevant Certificate/agreement
5	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to	A Self Certified letter as per Annexure-5: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	
6	Office in Jaipur	The bidder should have an office (operational for more than 2 years) in Jaipur, Rajasthan.	Copy of valid proof of business address and its operation.

- 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”; and
 - 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.

2. BACKGROUND INFORMATION

DoIT&C procures various items throughout the year as per requirement and need. To streamline the procurement process, DoITC wishes to enter into Rate Contract (RC) with successful bidder for One (1) year for supply of various items so that order can be placed to them as per need basis. The contract duration may be extended up to for next three months on mutual terms and conditions.

The list of such items is available at Annexure-1 (Bill of Material).

1) About the Department

- a) In 1987, the State Government established a Directorate of Computers with objectives ranging from formulating the policies & creating awareness to provide technical consultancy to the State Government Departments for computerization.
- b) Thereafter in the year 1992, the Department was renamed as Department of Information Technology. In the year 2001, the Department was rechristened as Department of Information Technology & Communication. The mandate of the department, now, is as under:
 - i. Act as a Nodal Agency for computerization in Rajasthan.
 - ii. Formulate Policy and guiding principles regarding computerization and monitor their implementation.
 - iii. Develop new areas for computerization.
 - iv. Create awareness, promote and propagate use of computers and modern office equipments in Government Departments and Organizations. Arrange and co-ordinate for this purpose
 - v. Refresher Courses / Seminars / Workshops / Trainings. Publish important literature and manuals and distribute them.
 - vi. Co-ordinate between State Government, Semi-Government and Government of India agencies concerned with computerization.
 - vii. Co-ordinate computerization projects taken up in the State Government agencies.
 - viii. Provide technical advice to State agencies for preparation of feasibility report.
 - ix. Provide technical advice for selection, procurement, installation and implementation of customized and standard hardware and application software.
 - x. Recruitment and cadre management of computer professionals under the control of the department.
 - xi. Co-ordinate development of standards and Codes for data collection, compilation and dissemination.
 - xii. Take up other jobs as may be appropriate in the interest of computerization in the State. All establishment matters relating to officers and staff under the administrative control of the Computer Department other than the matters allotted to the Departments of personnel, General Administration and Finance Department.

3. SCOPE OF WORK, DELIVERABLES & TIMELINES

1) **Scope of Work (SoW)**

DoIT&C will enter into a Rate-Contract (RC) with successful bidder(s) for supply of various office items as per “Annexure-1: Bill of Material” valid for a period of One (1) Year from the date of signing the agreement with the successful bidder(s). During the RC period, DoIT&C may place the work/ purchase order to the selected bidder(s) for any quantity up to the validity of the RC. The scope of work shall include the supply and installation (where applicable) of the ordered items along with the applicable warranty

2) **Deliverables & Time Schedule**

The selected bidder(s), upon receiving the work/ purchase order from DoIT&C, shall supply the ordered items strictly as per the specified time schedule. The delivery schedule shall be given in the work order.

The items are to be supplied along with the Delivery Challan at DoIT&C Stores, Ground Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur.

S. No.	Milestone	Deliverables	Timelines
1.	Successful completion of all the activities as specified in Chapter 3.1) titled “1) Scope of work (SoW)”	o Delivery Challan/ Invoice with successful delivery & installation (if applicable) of all the ordered items.	As per respective work order under the respective category* OR within 7 days if not specified in work order.

*Work Order shall be issued to the Supplier as & when department requires any of the BoM item.

4. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) The bidding documents shall be available to download from the date of publication of Notice Inviting Bid (NIB) and shall be stopped on the date & time as specified in NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidder shall be permitted to download the bidding document from the websites.

2) Changes in the Bidding Document

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

3) Period of Validity of Bids

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

4) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage- Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid

- d) The technical bid shall consist of the following sealed and signed documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
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 (PDF)
Technical Documents		
5.	Bidder’s Authorization Certificate	As per Annexure-4 (PDF)
6.	Self-Declaration, Certificate of Conformity/ No Deviation and Declaration by Bidders	As per Annexure-5 (PDF)
7.	Bill of Material	As per Annexure-1 (PDF)
8.	Undertaking on Authenticity of Comp. Equip.	As per Annexure-2 (PDF)

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

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder’s letter head duly signed by authorized signatory as per Annexure-6 (PDF)
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

- e) The bidder may opt to bid for any one or more than one category as described at Annexure-1. Once bidder opt for one category or more than one category, it is essential that it quotes for all items within the selected category. If bidder fails to provide quotes for all items within the selected category then their bid for the selected category shall be rejected summarily for that category.
- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

5) Cost & Language of Bidding

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

6) **Alternative/ Multiple Bids**

Alternative/ Multiple bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical bid and should also mention the details of the quoted make/ model in the “Annexure-3: Components Offered”.

7) **Bid Security**

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

- a) In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- b) 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.
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed technical bid.
- d) 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.
- e) The bid security may be given in the form of a banker's cheque or demand draft or electronic bank guarantee (e-BG) guarantee, 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.
- f) 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.
- g) 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.
- h) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement (As Per Annexure-7) and submitting performance security.
- j) 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.
- k) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- l) No interest shall be payable on the bid security.
- m) 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.
- n) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

- a) Bid shall be received online at e-Procurement portal 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.

9) **Withdrawal, Substitution, and Modification of Bids**

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

10) **Opening of Bids**

- a) The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidder or their authorised representatives who choose to be present. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- b) The committee shall note down the name of bidder's representatives attending the opening of Bid and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidder names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bid.
- c) All the documents comprising of Bid response shall be opened & downloaded from the e-Procurement website (only for the Bidder who have submitted the prescribed fee(s) to RISL).

- d) The committee shall conduct a preliminary scrutiny of the opened Bid to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by processing fee;
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. Other conditions, as specified in the bidding document are fulfilled.
 - e. Any other information which the committee may consider appropriate.
- e) No Bid shall be rejected at the time of Bid opening except the Bid not accompanied with the proof of payment or instrument of the required price of processing fee.
- f) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

11) Selection Method

The selection method is Item wise Least Cost Based Selection.

12) Clarification of Bids

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

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:-
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.

- d. The bid evaluation committee shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, any Tax clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid. However, document submitted by the bidder, shall not belong to the date after after the last day of bid submission date.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

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

d) Tabulation of Technical Bids

- a. If Technical bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical bids and sign it.
- c. 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.
- d. 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.

15) Evaluation & Tabulation of Financial Bids

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

- a) For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation and considered for financial bid opening 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 be done on the basis of item wise unit rate quoted by the bidder for each respective category. Bidders may choose to participate in one or more or all categories. It is mandatory to quote the unit rate for all items within each category the bidder chooses to participate

- in. All the taxes and charges shall be applicable as per prevailing Govt. norms and shall be paid extra.
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria;
 - g) 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;
 - h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.
 - i) 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.

16) 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.

17) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder,

then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

- g) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

18) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

19) Lack of competition

- a) A situation may arise where, if after evaluation of bids, the bid evaluation committee may end-up with one responsive bid only, in such situation, the bid evaluation committee 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 should 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 of the procuring entity, clearly including views of the accounts/finance member of the committee.
- c) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide as to whether to sanction the single bid or re-invite bids after recording its reasons for doing so.
- d) If a decision to re-invite the bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

20) Acceptance of the successful bid and award of contract (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 contract, the procuring entity shall ensure that the price of successful bid is reasonable and consistent with the required quality.
- d) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its bid has been accepted.
- g) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

21) Information and publication of award

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

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

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

23) Right to vary quantity

- a) 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 services and goods of the original contract.

24) Performance Security

(1) Performance security shall be solicited from all successful bidders except the:-

- (i) Departments/Boards of the State Government or Central Government;
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government; or
- (v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram

Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.]

However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.]

(2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of [Micro, Small and Medium Enterprises] of Rajasthan it shall be one percent of the amount of quantity ordered for [supply of goods or service to be rendered] and in case of sick industries, other than [Micro, Small and Medium Enterprises], whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order

[Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to [31.03.2023], the performance security shall be taken as under:-

- a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works;
- b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and
- c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and] [Provided further that where the bid for procurement of works is invited under the Hybrid Annuity Model (HAM) Projects, the performance security shall be five percent of amount of work order.

(2A) Notwithstanding anything contained in sub-rule (2) above, where the State Government being of the opinion that there exist grave situations such as natural calamity or Pandemic or Epidemic diseases or floods etc. in which the economy is adversely affected, the State Government may, by order, direct the procurement entity to reduce the performance security taken in case of existing contracts of ongoing projects, from such date and on such conditions as may be specified in the order.]

(3) 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 or electronic bank guarantee (e-BG) 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 rule 42 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 Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt 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.
- (ee) Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds]; and
- f) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill [Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 5[31.03.2023], in case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 3% of the amount of the bill.]

(4) Performance security furnished in the form specified in 11[clause (b) to (ee) of sub-rule (3)] shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

[Provided that in case of procurement of works, fifty percentage of the performance security shall be refunded to the contractor on completion of the work and passing of the final bill and the remaining fifty percentage of performance security shall be refunded on satisfactory completion of the defect liability period.]

Additional Performance Security.-

(1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities 9[Bank guarantee or electronic bank guarantee (e-BG)].

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]

25) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within **15 days** from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.
- e) After signing of procurement contract/ agreement and submission of required performance security, Purchaser will issue the WO/LOA to successful bidder.

26) 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.

27) 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 s.
- 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.

28) 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.

29) 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.

30) 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 (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Secretary, IT&C, GoR
Second Appellate Authority: Secretary (Budget), Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-8 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.

31) 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.

32) 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.

33) Offenses by Firms/ Companies

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

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

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

34) 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.

35) 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.

36) Issuance of Work Order 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 supplying 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) for any minimum quantity from DoIT&C.

37) General Instructions

- b) Anything that is not mentioned/ covered explicitly in the RFP shall be governed by RTTP Act, 2012 and Rules thereto.

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

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

Definitions

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

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

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

1) **Verification of Eligibility Documents by purchaser**

"Purchaser reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by purchaser shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of purchaser thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act.

2) **Contract Documents**

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

3) **Interpretation**

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

4) **Language**

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

5) **Eligible Goods and Related Services**

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.
- c) Wherever applicable, the OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6) Notices

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

7) Governing Law

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

8) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

9) Delivery & Installation

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

10) Supplier’s/ Selected Bidder’s Responsibilities

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

11) Purchaser’s Responsibilities

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

12) Contract Price

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

- c) The rate quoted by the bidder for each item mentioned in the tender shall remain valid for one year and may be extended by 3 months on mutual acceptance on same terms and conditions subject to price fall clause.

13) Recoveries from Supplier/ Selected Bidder

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

14) Taxes & Duties

- a) The taxes, TDS, GST etc., if applicable, shall be deducted at source 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.

15) Confidential Information

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

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

16) Specifications and Standards

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

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) Insurance

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

19) Transportation

The supplier/ selected bidder shall be responsible for 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.

20) 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 and install 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.

21) Samples

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, articles / goods shall be accompanied by two sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. DoIT&C shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. DoIT&C shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by DoIT&C and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. DoIT&C will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received maybe subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

22) Drawl of Samples

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

23) Testing charges

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

24) 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 DoIT&C's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

25) 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.

26) Freight

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the 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.

27) 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.

28) **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 item with the bidder has failed to supply:-

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5%
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0%
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5%
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	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%.
 - 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.
- 29) Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

30) **Settlement of Disputes:**

- a) General: If any dispute arises between the supplier/ selected bidder and DoIT&C during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (DoIT&C)

Secretary, IT&C

FA /CAO, DoIT&C

: Chairman

: Member

Technical Director	: Member
A Legal Expert to be nominated by the Secretary, IT&C	: Member

c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Secretary, IT&C along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the DoIT&C's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and DoIT&C. The standing committee, if it so decides, may refer the matter to the Board of Directors of DoIT&C for further decision.

31) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at Jaipur only, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes..

32) **Authenticity of Equipment**

- a) The selected bidder shall ensure that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

33) **Warranty**

- a) The bidder, wherever applicable, must supply all items with comprehensive standard OEM warranty (wherever applicable) after the goods, or any portion thereof as the case may be, have been delivered and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of goods delivery, the selected bidder shall supply the item with warranty certificate / document packaged with the product for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/

authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.

- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

34) **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 installation 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.

35) **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.

36) **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 the DoIT&C, the DoIT&C may take the case with the supplier/ selected bidder on similar lines.

37) **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.

38) **Termination**

a) **Termination for Default**

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - 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.

6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Payment Terms and Schedule

- a) The prices under the rate contract shall be subject to price fall clause. If the bidder quotes/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 rate contract, the rate contract shall be automatically reduce with effect from the date of reducing or quoting lower price under the rate contract and the rate contract shall be amended accordingly.
- b) Payment schedule will be as follows:-

S. No.	Milestone	Deliverable	Payment
1.	Successful completion of all the activities as specified in Chapter 4. 1) titled “1) Scope of work (SoW)”	o Delivery Challan/ Invoice with successful delivery & installation (if applicable) of all the ordered items	100% total value of actual items delivered & verified.

- c) The supplier’s/ selected bidder’s request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- d) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, 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 bidding document, will be deducted from the payments for the respective milestones.
- j) Taxes, if any and as applicable, will be deducted/ paid as per the prevalent rules and regulations.

ANNEXURE-1: BILL OF MATERIAL (BoM)

CATEGORY-1: Refurbishing of Toner & Compatible Toner

S.No.	Item Description	Unit	Tentative Qty	Make & Model offered	Compliance (Y/N)
Refurbishing of Toner					
1	Canon Toner 320	Per Piece	10		
2	Canon Toner 324	Per Piece	15		
3	Canon Toner 328	Per Piece	20		
4	Canon Toner 337	Per Piece	40		
5	HP Toner 05A	Per Piece	10		
6	HP Toner 230A	Per Piece	25		
7	HP Toner 287A	Per Piece	20		
8	HP Toner 6511A	Per Piece	20		
9	HP Toner 77A	Per Piece	50		
10	HP Toner CC388A	Per Piece	50		
11	HP Toner CE 278A	Per Piece	30		
12	HP Toner CF280A	Per Piece	30		
13	HP Toner Q 2612A	Per Piece	5		
Compatible Toner					
1	Canon Toner 320	Per Piece	5		
2	Canon Toner 324	Per Piece	35		
3	Canon Toner 328	Per Piece	9		
4	Canon Toner 337	Per Piece	140		
5	HP Toner 05A	Per Piece	15		
6	HP Toner 230A	Per Piece	15		
7	HP Toner 287A	Per Piece	15		
8	HP Toner 6511A	Per Piece	5		
9	HP Toner 77A	Per Piece	140		
10	HP Toner CC388A	Per Piece	53		
11	HP Toner CE 278A	Per Piece	41		
12	HP Toner CF280A	Per Piece	21		
13	HP Toner Q 2612A	Per Piece	5		

CATEGORY-2 Storage, Memory & Others (with standard OEM warranty)

S. No.	Item Description	Unit	tentative Qty	Make & Model offered	Compliance (Y/N)
Storage, Memory & Others (with standard OEM warranty)					
1.	Cable- HDMI Cable 1.5 Meter	Per Piece	50		
2.	Cable- HDMI Cable 20 Meter	Per Piece	2		
3.	Cable- HDMI Cable 5 Meter	Per Piece	10		
4.	Cable- Printer Cable (USB)	Per Piece	30		
5.	Cable- VGA Cable Standard Size 1.5 meter	Per Piece	10		
6.	DVD-R with cover Frontech/Samsung/Moserbaer/HP/Sony)	Per Piece	2		
7.	HDMI Connector	Per Piece	2		
8.	Head Phone with Mic (Bluetooth)(Logitech/iBall/HP/DELL/Zebtronics/Boat)	Per Piece	7		
9.	Head Phone with Mic (Wired)(Logitech/iBall/HP/DELL/Zebtronics/Boat)	Per Piece	2		
10.	Keyboard- Mechanical Keyboard (TVS GOLD)	Per Piece	2		
11.	Keyboard- USB Keyboard (Logitech/iBall/HP/DELL)	Per Piece	165		
12.	Keyboard- Wireless Keyboard & Mouse Combo (Logitech/iBall/HP/DELL)	Per Piece	9		
13.	Keyboard- Wireless Keyboard (Logitech/iBall/HP/DELL)	Per Piece	2		
14.	Mouse- Optical Wireless Mouse (Logitech/iBall/HP/DELL)	Per Piece	5		
15.	Mouse- USB Optical Mouse (Logitech/iBall/HP/DELL)	Per Piece	160		
16.	RAM DDR4- Desktop (16 GB) (Hynix/Samsung/Transcend/Kingston)	Per Piece	5		
17.	RAM DDR4- Laptop (16 GB) (Hynix/Samsung/Transcend/Kingston)	Per Piece	5		
18.	USB Pen Drive (3.1 and above) 128 GB (Kingston/Sandisk/HP/Moserbaer/Transcend)	Per Piece	7		
19.	USB Pen Drive (3.1 and above) 16 GB (Kingston/Sandisk/HP/Moserbaer/Transcend)	Per Piece	15		
20.	USB Pen Drive (3.1 and above) 64 GB (Kingston/Sandisk/HP/Moserbaer/Transcend)	Per Piece	70		

21.	USB Pen Drive (3.1 and above) 8 GB (Kingston/Sandisk/HP/Moserbaer/Transcend)	Per Piece	25		
22.	USB Hub 4 Port) (Logitech/iBall/HP/DELL)	Per Piece	5		
Networking Services					
1	Cable- CAT-6 Network Cable Box 305 Mtr. (D-link/Digisol/DAX/AMP/Molex)	Per Box	2		
2	Cable- CAT-6 Network Cable/ Ethernet Cable (3Mtr) (D-link/Digisol/DAX/AMP/Molex)	Per Piece	300		
3	Cable- Laying of CAT 6 Cable	Per Meter	100		
4	Casing- ISI Mark PVC Casing 1 inch	Per Meter	100		
5	Casing- Laying of PVC casing	Per Meter	100		
6	I/O Port Set (Network keystone Jack, Gang Box, Face Plate (D-link/Digisol/ DAX/AMP/Molex)	Per Piece	10		
7	Rack- 9 U Rack with PDU & Cooling Fan	Per Rack	15		
8	Rack- Installation charges for 9 U Rack	Per Rack	15		
9	RJ-45 Connector (Dlink/Digisol/DigiLink/Molex)	Per Piece	100		
10	Switch- 5 Port Switch 10/100/1000 Mbps (D-Link/Digisol/DigiLink)	Per Piece	10		
11	Switch- 8 Port Switch 10/100/1000 Mbps (D-Link/Digisol/DigiLink)	Per Piece	10		

CATEGORY-3: Office/Computer Stationary & Other Office Items

S.No.	Item Description	Unit	tentative Qty	Make & Model offered	Compliance (Y/N)
Office/Computer Stationary & Other Office Items					
1.	A3 Size 75 GSM (500 Sheets per Ream) (JK/Modi/Xerox/TNPL)	Per Ream	2		
2.	A4 Size 75 GSM Paper (500 Sheets per Ream) (JK/Modi/Xerox/TNPL)	Per Ream	901		
3.	A4 Size Photo Paper 180 GSM (50 Sheets per Pkt) (Desmat/Novajet/Epson/Kodak)	Per Pkt.	10		
4.	Address Label (for Laser Printer A-4 Size) 100 Sheet in a packet (Desmat or equivalent) 24 Label Per Page	Per Pkt.	5		
5.	Address Label (for Laser Printer A-4 Size) 100 Sheet in a packet (Desmat or equivalent) 16 Label Per Page	Per Pkt.	5		
6.	All Out Machine with refill	Per Piece	41		

7.	All Out Refill	Per Piece	72		
8.	All Pin (26 MM, NW 70 Gram)	Per Pkt.	22		
9.	Basta (Cloth) Size 90*90	Per Piece	637		
10.	Bell- Wired Bell (As per sample)	Per Piece	21		
11.	Bell- Wireless Bell (As per sample)	Per Piece	43		
12.	Binder Clip 19 MM	Per Pkt.	22		
13.	Binder Clip 25 MM	Per Pkt.	33		
14.	Binder Clip 32 MM	Per Pkt.	53		
15.	Binder Clip 41 MM	Per Pkt.	32		
16.	Button foler plastic A4	Per Pkt. (10Pc)	50		
17.	Cell (Duracell) Pencil Cell (AA)	Per Piece	216		
18.	Cell (Duracell) Pencil Cell (AAA)	Per Piece	224		
19.	Clock- Wall Clock (Ajanta, Rikon)	Per Piece	20		
20.	Crockery- Cup Saucer Set - (100-150ml) (Golden Line Bone China) (Make: Bharat/ Cello) (Set of 6 Cup + 6 Saucer set)	Per set	10		
21.	Crockery- Cup set- (100-150ml) (Golden Line Bone China) (Make: Bharat/ Cello) (Set of 6 Cup)	Per set	50		
22.	Crockery- Kettle Electric (Prestige, Borosil, Cello, Pigeon , Milton), 1.5 Litre	Per Piece	50		
23.	Crockery- Serving Tray - Melamine (31x23)cm	Per Piece	31		
24.	Crockery- Serving Tray - Melamine (39x27)cm	Per Piece	16		
25.	Crockery- Tea Coster - Melamine (Set of 6 Pieces)	Per set	20		
26.	Crockery- Tea Flask - Tuff insulated jug- 1 Litres (Cello/Milton)	Per Piece	57		
27.	Crockery- Water Glass Tumbler (borosil/Clay craft) Medium Size, 295ml, Plain (Set of 6 Glass)	Per set	61		
28.	Crockery- Water Jug Plastic (2 Ltr. or more) (poly-propylene Plastic) (Cello/Prestige/Orient /Milton or equivalent)	Per Piece	98		
29.	Conference slip pad (Mini. 30 pages (20cm*14cm), printed Department name and logo on cover).	Per Piece	250		
30.	Dishwash Liquid Drops (200-250 ml) (Vim/Pril)	Per Piece	33		
31.	Dishwash Soap Tub 500gm. (Vim/Pril)	Per Piece	55		
32.	Dustbin 15 Ltr (poly-propylene plastic) with Cover	Per Piece	5		
33.	Dustbin Min. 12 Litr (poly-propylene plastic) with Cover	Per Piece	30		
34.	Dustbin Plastic Min 12 liter. (poly-propylene plastic) without cover	Per Piece	15		

35.	Dustbin Plastic Min 8 liter. (poly-propylene plastic) without cover	Per Piece	50		
36.	Dustbin Plastic Min 8 liter. (poly-propylene plastic) without cover	Per Piece	20		
37.	Duster (Cloth) 2ft x 2ft.	Per Piece	317		
38.	Envelope (Cloth) A4 Size with Min. 100 GSM Paper	Per Pkt.(100Pc)	11		
39.	Envelope (Cloth) FS Size with Min. 100 GSM Paper	Per Pkt.(100Pc)	6		
40.	Envelope 11"x5" Brown 80 GSM(50 Piece)	Per Pkt.	102		
41.	Envelope 9"x4" Brown 80 GSM(50 Piece)	Per Pkt.	21		
42.	Envelope- Best Quality White Window Envelop (50 Piece) 11 X 5 80 GSM	Per Pkt.	3		
43.	Eraser- Non Dust (Doms/Camlin/Natraj/Faber Castel)	Per Pkt. (10Pc)	52		
44.	Extension board (Make: Belkin/Bajaj/Havells/Anchor) 4 socket	Per Piece	11		
45.	Extension board (Make: Belkin/Bajaj/Havells/Anchor) 6 socket	Per Piece	25		
46.	Extension board (Make: Belkin/Bajaj/Havells/Anchor) 8 socket	Per Piece	5		
47.	File Cover (31 KG CPM Board) with printing of Deptt name	Per Piece	2280		
48.	File cover- Index File (Box File)	Per Piece	32		
49.	File Cover- Ring Binder, (solo, Neelgagan) (Best Quality) (As Per Sample) 1", 2-D, PVC Folder A4 Size, Holds upto 250 sheets (Solo/Trio or equivalent)	Per Piece	50		
50.	File Folder Transparent L-Shape (Plastic) (Solo/Trio) A4 Size	Per Pkt (20 Pcs)	44		
51.	File Folder Transparent L-Shape(Plastic) (Solo/Trio) FS Size	Per Pkt (20 Pcs)	15		
52.	File lace Best Quality (100 Nos. of laces in One Bunch)	Per Bunch	21		
53.	File Pad - Weight-32 ONS, Size-10*15, 36" (Dori 4*27 Flap)	Per Piece	1226		
54.	File Separate	Per Piece	2		
55.	File Tag Best Quality (50 Nos. of laces in One Bunch)	Per Bunch	15		
56.	Forms- FVC Bill forms	Per Pkt.	0		
57.	FS Size 75 GSM Green Pie paper (500 Sheets per Ream) (JK/Modi/Xerox/TNPL)	Per Ream	10		
58.	FS Size 75 GSM Paper (500 Sheets per Ream) (JK/Modi/Xerox/TNPL)	Per Ream	229		
59.	Gem clip/U-pin (plastic cover)	Per Pkt.	108		
60.	Glue Stick 15 GM (Kores/Scotch/Fevi-Stick)	Per Piece	244		
61.	Gum (Camlin/Kores)150 ML	Per Piece	21		

62.	Gum (Camlin/Kores)700 ML	Per Piece	2		
63.	Gift Planter (with department name and logo print)	Per Piece	30		
64.	ID Card Lanyard Plain (Blue/Red/Yellow/Green)	Per Piece	500		
65.	ID Card Lanyard Printed as sample (Blue/Red) Pack of 50pcs	Per Pkt.	35		
66.	ID Card PVC Card Holders (Pack of 250pcs)	Per Pkt.	5		
67.	ID Card PVC cards packet of 250 PVC cards (30 mil)	Per Pkt.	5		
68.	Lock with keys (for door) Round 65mm Padlock, Double Locking Mechanism, 8 Lever, Silver Finish	Per Piece	10		
69.	Marker- Paint Marker (Golden Colour) (Camlin/Faber Castel/Luxor)	Per Pkt.(10Pc)	2		
70.	Marker- Permanent CD or DVD Marker (Camlin/Faber Castel/Luxor)	Per Pkt.(10Pc)	13		
71.	Magnetic Paper Holder	Per set	5		
72.	Name Plate (PVC) 1 Line	Per Piece	5		
73.	Name Plate (PVC) 2 Line	Per Piece	50		
74.	Name Plate (PVC) 3 or More Line	Per Piece	2		
75.	Name Plate (Wooden) 1 Line	Per Piece	2		
76.	Name Plate (Wooden) 2 Line	Per Piece	5		
77.	Name Plate (Wooden) 3 or More Line	Per Piece	2		
78.	Paper Cutter- Large Size (Natraj or equivalent brand)	Per Piece	54		
79.	Paper Sponge	Per Piece	25		
80.	Paper Weight	Per Piece	74		
81.	Pen (Black/Blue/Red/Green)- Add Gel Achiever	Per Piece	0		
82.	Pen (Black/Blue/Red/Green)- Cello Butter flow	Per Piece	2407		
83.	Pen (Black/Blue/Red/Green)- Flair Techno Gel	Per Piece	0		
84.	Pen (Black/Blue/Red/Green)- Uniball Gel Impact	Per Piece	120		
85.	Pen (Black/Blue/Red/Green)- Uniball-Eye Fine	Per Piece	400		
86.	Pen- High lighter Pen (Camlin/Faber Castel/Luxor)	Per Pkt. 5pcs	34		
87.	Pen Refill (Black/Blue/Red/Green)-Add Gel Achiever	Per Piece	0		
88.	Pen Refill (Black/Blue/Red/Green)-Cello Butter flow	Per Piece	0		
89.	Pen Refill (Black/Blue/Red/Green)-Flair Techno Gel	Per Piece	0		
90.	Pen Refill (Black/Blue/Red/Green)-Uniball Gel Impact	Per Piece	100		

91.	Pen- White Fluid/ Correction Fluid (Camlin/Luxor/Faber Castel/Kores/Kangaro)	Per Piece	55		
92.	Pencil- HB (Camlin/Natraj/Faber Castel)	Per Pkt. (10Pc)	127		
93.	Poker (Iron Base)	Per piece	15		
94.	Poker (Wooden Handle)	Per Piece	20		
95.	Post-IT (3M) Size 1" x 3" (3 Coloured) 80 Sheets each	Per Piece	180		
96.	Post-IT (3M) Size 3" x 3" 100 Sheets	Per Piece	46		
97.	Punching Machine (Kangaroo or equivalent brand) 14 Page Punching Capacity (DP 480)	Per Piece	63		
98.	Punching Machine (Kangaroo or equivalent brand) 1 Hole Punching No. 10	Per Piece	2		
99.	Punching Machine (Kangaroo or equivalent brand) 22 Page Punching Capacity (DP 680)	Per Piece	30		
100.	Punching Machine (Kangaroo or equivalent brand) 60 Page Punching Capacity (DP 800)	Per Piece	10		
101.	Register- Issue Register(Minimum 120 Pages)	Per Piece	30		
102.	Register- Attendance Register (Minimum 13 Pages)	Per Piece	51		
103.	Register- Attendance Register (Minimum 26 Pages)	Per Piece	21		
104.	Register- Attendance Register (Minimum 300 Pages)	Per Piece	2		
105.	Register- Attendance Register (Minimum 50 Pages)	Per Piece	16		
106.	Register- Attendance Register (Minimum 80 Pages)	Per Piece	5		
107.	Register- Bill Register 160 Pages	Per Piece	5		
108.	Register- Bill Register 80 Pages	Per Piece	2		
109.	Register- Cashbook 100 Pages	Per Piece	2		
110.	Register- Challan Register (120 Pages)	Per Piece	2		
111.	Register- DD Receipt Register (80 Pages)	Per Piece	2		
112.	Register- Dispatch Register (Minimum 120Pages)	Per Piece	5		
113.	Register- Dispatch Register (Minimum 300 Pages)	Per Piece	4		
114.	Register- Encashment Register 160 Pages	Per Piece	2		
115.	Register- Peon Book 100 Sheets	Per Piece	2		
116.	Register- Postage Stamp Register(400 Pages)	Per Piece	2		
117.	Register- Standard Register (Minimum 80 Pages)	Per Piece	22		
118.	Register- Stock Register (Minimum 600 Pages)	Per Piece	6		
119.	Register- Vehicle log book	Per Piece	2		
120.	Register- Visitor Book (Minimum 300 Pages)	Per Piece	6		
121.	Room Freshener (200ml)	Per Piece	6		

122.	Scale Iron (12") \ (Ajanta/Camlin/Natraj)	Per Piece	31		
123.	Scale Plastic (12") (Natraj/Camlin)	Per Piece	32		
124.	Scissors (Kangaroo/Munix) Stainless Steel, 185 mm (Munix SL-1173)	Per Piece	36		
125.	Sharpener (Camlin/Natraj/Faber Castel)	Per Pkt. (10Pc)	72		
126.	Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM inner Paper with line, 1 MM Card Sheet on back 40 Sheets(Pages 80)	Per Piece	250		
127.	Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM inner Paper with line, 1 MM Card Sheet on back 80 Sheets(Pages 160)	Per Piece	217		
128.	Spiral Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM, inner Paper with line, Card Sheet on back and Front 40 Sheets (80 Pages)	Per Piece	88		
129.	Spiral Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM, inner Paper with line, Card Sheet on back and Front 80 Sheets (160 Pages)	Per Piece	154		
130.	Spiral Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM, Multi color inner Paper with line, Card Sheet on back and Plastic cover 160 Sheets (320 Pages)	Per Piece	21		
131.	Spiral Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM, Multi color inner Paper with line, Card Sheet on back and Plastic cover 80 Sheets (160 Pages)	Per Piece	200		
132.	Stamp Pad 110mm x 70mm (Ashoka)	Per Piece	17		
133.	Stamp- Refillable Self Inking Stamp Seal 2 Line	Per Piece	21		
134.	Stamp- Refillable Self Inking Stamp Seal 3 Line	Per Piece	30		
135.	Stamp- Refillable Self Inking Stamp Seal 4 Line	Per Piece	100		
136.	Stamp- Refillable Self Inking Stamp Seal 5 or More Line	Per Piece	5		
137.	Stamp- Sun Stamp Seal 2 Line	Per Piece	30		
138.	Stamp- Sun Stamp Seal 3 Line	Per Piece	30		
139.	Stamp- Sun Stamp Seal 4 Line	Per Piece	50		
140.	Stamp- Sun Stamp Seal 5 or More Line	Per Piece	10		
141.	Stapler (Kangaroo/Max) Staples No. 24/6, 26/6, Stapling Capacity upto 30 Pages, Loading Capacity:50 Staples (24/6),100 Staples (26/6) (Kangaroo-HDZ-45 equivalent)	Per Piece	65		
142.	Stapler (Kangaroo/Max) Staples No. 24/6, 26/6, Stapling Capacity upto 30 Pages, Loading Capacity:50 Staples (24/6),100 Staples (26/6) (Kangaroo-HP-45 equivalent)	Per Piece	10		

143.	Stapler (Kangaroo/Max) Staples Use:No. 10, Stapling Capacity upto 15 Pages, Loading Capacity:50 Staples	Per Piece	141		
144.	Stapler Page remover 2 types simple & heavy duty	Per Piece	6		
145.	Stapler Pin (Kangaroo/Max) No. 10-1M (20x50=1000 staples)	Per Pkt.	191		
146.	Stapler Pin (Kangaroo/Max) No. 24/6 (20x50=1000 staples)	Per Pkt.	71		
147.	Stapler Pin (Kangaroo/Max) No. 26/6 (20x50=1000 staples)	Per Pkt.	30		
148.	Tape- Both Side (Scotch/cello/3M) 1" wide both-side tape thick	Per Piece	24		
149.	Tape- Both Side (Scotch/cello/3M) 1" wide both-side tape thin	Per Piece	35		
150.	Tape- Brown Packing (Scotch/cello/Wonder) 1", 55 meter	Per Piece	29		
151.	Tape- Brown Packing (Scotch/cello/Wonder) 2", 55 meter	Per Piece	51		
152.	Tape- Transparent Adhesive (Scotch/cello/Wonder) 2", 55 meter	Per Piece	56		
153.	Tape- Transparent Adhesive Scotch/cello/Wonder) ½", 55 meter	Per Piece	15		
154.	Tape-Transparent Adhesive (Scotch/cello/Wonder) 1", 55 meter	Per Piece	15		
155.	Thumb Pin	Per set	5		
156.	Tissue box	Per Pkt.	14		
157.	Towel 100% Cotton, 75 cm x 150 cm (Bombay Dyeing)	Per Piece	41		
158.	Visiting card with logo and name of department along with National emblem (as per sample)	Per Piece	200		
159.	White Board Duster	Per Piece	50		
160.	White Board Duster (Magnate)	Per Piece	25		
161.	White Board Marker (Camlin/Luxor/Faber Castel/Kores)	Per Pkt.(10Pc)	10		

NOTE:

1. The Above items quantities are tentative. However the rate contract does not guarantee the bidder to receive any minimum/ committed number of work order(s) for any minimum quantity from DoIT&C.
2. Bidder may bid for one or more category however; bidder has to bid for all the items mentioned in a Category.
3. The prices offered by the bidder for various items under each Category will be evaluated on composite basis i.e., price of all offered items for a particular category shall be added together and the bidder standing L-1 on composite basis shall be considered for award of contract for that particular Category.

4. The bidders are required to quote for each and every line item for the category in which he is participating, if any chance bidder does not quote any rate in respect of any line item under the respective category, the bid will be rejected.
5. This Rate-Contract (RC) with successful bidder(s) for supply of various office items as per “Annexure-1: Bill of Material” shall be valid for a period of One (1) Year from the date of signing the agreement with the successful bidder(s). However, payment shall be made on actual quantity ordered.

ANNEXURE-2: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS

To,
{Procuring Entity},

Reference: NIB No.: _____ Dated: _____

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

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

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

Authorized Signatory

Name:

Designation:

ANNEXURE-3: COMPONENTS OFFERED – BOM {to be filled by the bidder}

Please fill the following BOM for all the offered components.

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

ANNEXURE-4: 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: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Verified Signature:

ANNEXURE-5: 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.

Also, this is to certify that, the specifications of goods which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum technical specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

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

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

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-6: FINANCIAL BID FORMAT

Financial Bid Format for Rate Contract

Note for bidders: It is mandatory for a bidder to quote for all the items in a category. Bidder may opt for quoting in one or more categories.

CATEGORY-1: Refurbishing of Toner & Compatible Toner

S.No.	Item Description	Unit	Unit Cost without tax	Unit Cost with tax
1	Canon Toner 320 (Refurbished)	Per Piece		
2	Canon Toner 324 (Refurbished)	Per Piece		
3	Canon Toner 328 (Refurbished)	Per Piece		
4	Canon Toner 337 (Refurbished)	Per Piece		
5	HP Toner 05A (Refurbished)	Per Piece		
6	HP Toner 230A (Refurbished)	Per Piece		
7	HP Toner 287A (Refurbished)	Per Piece		
8	HP Toner 6511A (Refurbished)	Per Piece		
9	HP Toner 77A (Refurbished)	Per Piece		
10	HP Toner CC388A (Refurbished)	Per Piece		
11	HP Toner CE 278A (Refurbished)	Per Piece		
12	HP Toner CF280A (Refurbished)	Per Piece		
13	HP Toner Q 2612A (Refurbished)	Per Piece		
14	Canon Toner 320 (Compatible)	Per Piece		
15	Canon Toner 324 (Compatible)	Per Piece		
16	Canon Toner 328 (Compatible)	Per Piece		
17	Canon Toner 337 (Compatible)	Per Piece		
18	HP Toner 05A (Compatible)	Per Piece		
19	HP Toner 230A (Compatible)	Per Piece		
20	HP Toner 287A (Compatible)	Per Piece		
21	HP Toner 6511A (Compatible)	Per Piece		
22	HP Toner 77A (Compatible)	Per Piece		
23	HP Toner CC388A (Compatible)	Per Piece		
24	HP Toner CE 278A (Compatible)	Per Piece		
25	HP Toner CF280A (Compatible)	Per Piece		
26	HP Toner Q 2612A (Compatible)	Per Piece		

CATEGORY-2 Storage, Memory & Others (with standard OEM warranty)

S. No	Item Description	Unit	Unit Cost without tax	Unit Cost with tax
1	Cable- HDMI Cable 1.5 Meter	Per Piece		
2	Cable- HDMI Cable 20 Meter	Per Piece		
3	Cable- HDMI Cable 5 Meter	Per Piece		
4	Cable- Printer Cable (USB)	Per Piece		
5	Cable- VGA Cable Standard Size 1.5 meter	Per Piece		
6	DVD-R with cover Frontech/Samsung/Moserbaer/HP/Sony)	Per Piece		
7	HDMI Connector	Per Piece		
8	Head Phone with Mic (Bluetooth)(Logitech/iBall/HP/DELL/Zebtronics/Boat)	Per Piece		
9	Head Phone with Mic (Wired)(Logitech/iBall/HP/DELL/Zebtronics/Boat)	Per Piece		
10	Keyboard- Mechanical Keyboard (TVS GOLD)	Per Piece		
11	Keyboard- USB Keyboard (Logitech/iBall/HP/DELL)	Per Piece		
12	Keyboard- Wireless Keyboard & Mouse Combo (Logitech/iBall/HP/DELL)	Per Piece		
13	Keyboard- Wireless Keyboard (Logitech/iBall/HP/DELL)	Per Piece		
14	Mouse- Optical Wireless Mouse (Logitech/iBall/HP/DELL)	Per Piece		
15	Mouse- USB Optical Mouse (Logitech/iBall/HP/DELL)	Per Piece		
16	RAM DDR4- Desktop (16 GB) (Hynix/Samsung/Transcend/Kingston)	Per Piece		
17	RAM DDR4- Laptop (16 GB) (Hynix/Samsung/Transcend/Kingston)	Per Piece		
18	USB Pen Drive (3.1 and above) 128 GB (Kingston/Sandisk/HP/Moserbaer/Transcend)	Per Piece		
19	USB Pen Drive (3.1 and above) 16 GB (Kingston/Sandisk/HP/Moserbaer/Transcend)	Per Piece		
20	USB Pen Drive (3.1 and above) 64 GB (Kingston/Sandisk/HP/Moserbaer/Transcend)	Per Piece		
21	USB Pen Drive (3.1 and above) 8 GB (Kingston/Sandisk/HP/Moserbaer/Transcend)	Per Piece		

22	USB Hub 4 Port) (Logitech/iBall/HP/DELL)	Per Piece		
23	Cable- CAT-6 Network Cable Box 305 Mtr. (D-link/Digisol/DAX/AMP/Molex)	Per Box		
24	Cable- CAT-6 Network Cable/ Ethernet Cable (3Mtr) (D-link/Digisol/DAX/AMP/Molex)	Per Piece		
25	Cable- Laying of CAT 6 Cable	Per Meter		
26	Casing- ISI Mark PVC Casing 1 inch	Per Meter		
27	Casing- Laying of PVC casing	Per Meter		
28	I/O Port Set (Network keystone Jack, Gang Box, Face Plate (D-link/Digisol/ DAX/AMP/Molex)	Per Piece		
29	Rack- 9 U Rack with PDU & Cooling Fan	Per Rack		
30	Rack- Installation charges for 9 U Rack	Per Rack		
31	RJ-45 Connector (Dlink/Digisol/DigiLink/Molex)	Per Piece		
32	Switch- 5 Port Switch 10/100/1000 Mbps (D-Link/Digisol/DigiLink)	Per Piece		
33	Switch- 8 Port Switch 10/100/1000 Mbps (D-Link/Digisol/DigiLink)	Per Piece		

CATEGORY-3: Office/Computer Stationary & Other Office Items

S.No.	Item Description	Unit	Unit Cost without tax	Unit Cost with tax
1.	A3 Size 75 GSM (500 Sheets per Ream) (JK/Modi/Xerox/TNPL)	Per Ream		
2.	A4 Size 75 GSM Paper (500 Sheets per Ream) (JK/Modi/Xerox/TNPL)	Per Ream		
3.	A4 Size Photo Paper 180 GSM (50 Sheets per Pkt) (Desmat/Novajet/Epson/Kodak)	Per Pkt.		
4.	Address Label (for Laser Printer A-4 Size) 100 Sheet in a packet (Desmat or equivalent) 24 Label Per Page	Per Pkt.		
5.	Address Label (for Laser Printer A-4 Size) 100 Sheet in a packet (Desmat or equivalent) 16 Label Per Page	Per Pkt.		

6.	All Out Machine with refill	Per Piece		
7.	All Out Refill	Per Piece		
8.	All Pin (26 MM, NW 70 Gram)	Per Pkt.		
9.	Basta (Cloth) Size 90*90	Per Piece		
10.	Bell- Wired Bell (As per sample)	Per Piece		
11.	Bell- Wireless Bell (As per sample)	Per Piece		
12.	Binder Clip 19 MM	Per Pkt.		
13.	Binder Clip 25 MM	Per Pkt.		
14.	Binder Clip 32 MM	Per Pkt.		
15.	Binder Clip 41 MM	Per Pkt.		
16.	Button foler plastic A4	Per Pkt. (10Pc)		
17.	Cell (Duracell) Pencil Cell (AA)	Per Piece		
18.	Cell (Duracell) Pencil Cell (AAA)	Per Piece		
19.	Clock- Wall Clock (Ajanta, Rikon)	Per Piece		
20.	Crockery- Cup Saucer Set - (100-150ml) (Golden Line Bone China) (Make: Bharat/ Cello) (Set of 6 Cup + 6 Saucer set)	Per set		
21.	Crockery- Cup set- (100-150ml) (Golden Line Bone China) (Make: Bharat/ Cello) (Set of 6 Cup)	Per set		
22.	Crockery- Kettle Electric (Prestige, Borosil, Cello, Pigeon , Milton), 1.5 Litre	Per Piece		
23.	Crockery- Serving Tray - Melamine (31x23)cm	Per Piece		
24.	Crockery- Serving Tray - Melamine (39x27)cm	Per Piece		
25.	Crockery- Tea Coster - Melamine (Set of 6 Pieces)	Per set		
26.	Crockery- Tea Flask - Tuff insulated jug- 1 Litres (Cello/Milton)	Per Piece		
27.	Crockery- Water Glass Tumbler (borosil/Clay craft) Medium Size, 295ml, Plain (Set of 6 Glass)	Per set		
28.	Crockery- Water Jug Plastic (2 Ltr. or more) (poly-propylene Plastic) (Cello/Prestige/Orient /Milton or equivalent)	Per Piece		
29.	Conference slip pad (Mini. 30 pages (20cm*14cm), printed Department name and logo on cover).	Per Piece		
30.	Dishwash Liquid Drops (200-250 ml) (Vim/Pril)	Per Piece		
31.	Dishwash Soap Tub 500gm. (Vim/Pril)	Per Piece		
32.	Dustbin 15 Ltr (poly-propylene plastic) with Cover	Per Piece		
33.	Dustbin Min. 12 Litr (poly-propylene plastic) with Cover	Per Piece		
34.	Dustbin Plastic Min 12 liter. (poly-propylene plastic) without cover	Per Piece		
35.	Dustbin Plastic Min 8 liter. (poly-propylene plastic) without cover	Per Piece		
36.	Dustbin Plastic Min 8 liter. (poly-propylene plastic) without cover	Per Piece		
37.	Duster (Cloth) 2ft x 2ft.	Per Piece		
38.	Envelope (Cloth) A4 Size with Min. 100 GSM Paper	Per Pkt.(100Pc)		
39.	Envelope (Cloth) FS Size with Min. 100 GSM Paper	Per Pkt.(100Pc)		

40.	Envelope 11"x5" Brown 80 GSM(50 Piece)	Per Pkt.		
41.	Envelope 9"x4" Brown 80 GSM(50 Piece)	Per Pkt.		
42.	Envelope- Best Quality White Window Envelop (50 Piece) 11 X 5 80 GSM	Per Pkt.		
43.	Eraser- Non Dust (Doms/Camlin/Natraj/Faber Castel)	Per Pkt. (10Pc)		
44.	Extension board (Make: Belkin/Bajaj/Havells/Anchor) 4 socket	Per Piece		
45.	Extension board (Make: Belkin/Bajaj/Havells/Anchor) 6 socket	Per Piece		
46.	Extension board (Make: Belkin/Bajaj/Havells/Anchor) 8 socket	Per Piece		
47.	File Cover (31 KG CPM Board) with printing of Deptt name	Per Piece		
48.	File cover- Index File (Box File)	Per Piece		
49.	File Cover- Ring Binder, (solo, Neelgagan) (Best Quality) (As Per Sample) 1", 2-D, PVC Folder A4 Size, Holds upto 250 sheets (Solo/Trio or equivalent)	Per Piece		
50.	File Folder Transparent L-Shape (Plastic) (Solo/Trio) A4 Size	Per Pkt (20 Pcs)		
51.	File Folder Transparent L-Shape(Plastic) (Solo/Trio) FS Size	Per Pkt (20 Pcs)		
52.	File lace Best Quality (100 Nos. of laces in One Bunch)	Per Bunch		
53.	File Pad - Weight-32 ONS, Size-10*15, 36" (Dori 4*27 Flap)	Per Piece		
54.	File Separate	Per Piece		
55.	File Tag Best Quality (50 Nos. of laces in One Bunch)	Per Bunch		
56.	Forms- FVC Bill forms	Per Pkt.		
57.	FS Size 75 GSM Green Pie paper (500 Sheets per Ream) (JK/Modi/Xerox/TNPL)	Per Ream		
58.	FS Size 75 GSM Paper (500 Sheets per Ream) (JK/Modi/Xerox/TNPL)	Per Ream		
59.	Gem clip/U-pin (plastic cover)	Per Pkt.		
60.	Glue Stick 15 GM (Kores/Scotch/Fevi-Stick)	Per Piece		
61.	Gum (Camlin/Kores)150 ML	Per Piece		
62.	Gum (Camlin/Kores)700 ML	Per Piece		
63.	Gift Planter (with department name and logo print)	Per Piece		
64.	ID Card Lanyard Plain (Blue/Red/Yellow/Green)	Per Piece		
65.	ID Card Lanyard Printed as sample (Blue/Red) Pack of 50pcs	Per Pkt.		
66.	ID Card PVC Card Holders (Pack of 250pcs)	Per Pkt.		
67.	ID Card PVC cards packet of 250 PVC cards (30 mil)	Per Pkt.		
68.	Lock with keys (for door) Round 65mm Padlock, Double Locking Mechanism, 8 Lever, Silver Finish	Per Piece		

69.	Marker- Paint Marker (Golden Colour) (Camlin/Faber Castel/Luxor)	Per Pkt.(10Pc)		
70.	Marker- Permanent CD or DVD Marker (Camlin/Faber Castel/Luxor)	Per Pkt.(10Pc)		
71.	Magnetic Paper Holder	Per set		
72.	Name Plate (PVC) 1 Line	Per Piece		
73.	Name Plate (PVC) 2 Line	Per Piece		
74.	Name Plate (PVC) 3 or More Line	Per Piece		
75.	Name Plate (Wooden) 1 Line	Per Piece		
76.	Name Plate (Wooden) 2 Line	Per Piece		
77.	Name Plate (Wooden) 3 or More Line	Per Piece		
78.	Paper Cutter- Large Size (Natraj or equivalent brand)	Per Piece		
79.	Paper Sponge	Per Piece		
80.	Paper Weight	Per Piece		
81.	Pen (Black/Blue/Red/Green)- Add Gel Achiever	Per Piece		
82.	Pen (Black/Blue/Red/Green)- Cello Butter flow	Per Piece		
83.	Pen (Black/Blue/Red/Green)- Flair Techno Gel	Per Piece		
84.	Pen (Black/Blue/Red/Green)- Uniball Gel Impact	Per Piece		
85.	Pen (Black/Blue/Red/Green)- Uniball-Eye Fine	Per Piece		
86.	Pen- High lighter Pen (Camlin/Faber Castel/Luxor)	Per Pkt. 5pcs		
87.	Pen Refill (Black/Blue/Red/Green)-Add Gel Achiever	Per Piece		
88.	Pen Refill (Black/Blue/Red/Green)-Cello Butter flow	Per Piece		
89.	Pen Refill (Black/Blue/Red/Green)-Flair Techno Gel	Per Piece		
90.	Pen Refill (Black/Blue/Red/Green)-Uniball Gel Impact	Per Piece		
91.	Pen- White Fluid/ Correction Fluid (Camlin/Luxor/Faber Castel/Kores/Kangaro)	Per Piece		
92.	Pencil- HB (Camlin/Natraj/Faber Castel)	Per Pkt. (10Pc)		
93.	Poker (Iron Base)	Per piece		
94.	Poker (Wooden Handle)	Per Piece		
95.	Post-IT (3M) Size 1" x 3" (3 Coloured) 80 Sheets each	Per Piece		
96.	Post-IT (3M) Size 3" x 3" 100 Sheets	Per Piece		
97.	Punching Machine (Kangaroo or equivalent brand) 14 Page Punching Capacity (DP 480)	Per Piece		
98.	Punching Machine (Kangaroo or equivalent brand) 1 Hole Punching No. 10	Per Piece		
99.	Punching Machine (Kangaroo or equivalent brand) 22 Page Punching Capacity (DP 680)	Per Piece		
100.	Punching Machine (Kangaroo or equivalent brand) 60 Page Punching Capacity (DP 800)	Per Piece		
101.	Register- Issue Register(Minimum 120 Pages)	Per Piece		
102.	Register- Attendance Register (Minimum 13 Pages)	Per Piece		
103.	Register- Attendance Register (Minimum 26 Pages)	Per Piece		

104.	Register- Attendance Register (Minimum 300 Pages)	Per Piece		
105.	Register- Attendance Register (Minimum 50 Pages)	Per Piece		
106.	Register- Attendance Register (Minimum 80 Pages)	Per Piece		
107.	Register- Bill Register 160 Pages	Per Piece		
108.	Register- Bill Register 80 Pages	Per Piece		
109.	Register- Cashbook 100 Pages	Per Piece		
110.	Register- Challan Register (120 Pages)	Per Piece		
111.	Register- DD Receipt Register (80 Pages)	Per Piece		
112.	Register- Dispatch Register (Minimum 120Pages)	Per Piece		
113.	Register- Dispatch Register (Minimum 300 Pages)	Per Piece		
114.	Register- Encashment Register 160 Pages	Per Piece		
115.	Register- Peon Book 100 Sheets	Per Piece		
116.	Register- Postage Stamp Register(400 Pages)	Per Piece		
117.	Register- Standard Register (Minimum 80 Pages)	Per Piece		
118.	Register- Stock Register (Minimum 600 Pages)	Per Piece		
119.	Register- Vehicle log book	Per Piece		
120.	Register- Visitor Book (Minimum 300 Pages)	Per Piece		
121.	Room Freshener (200ml)	Per Piece		
122.	Scale Iron (12") \ (Ajanta/Camlin/Natraj)	Per Piece		
123.	Scale Plastic (12") (Natraj/Camlin)	Per Piece		
124.	Scissors (Kangaro Munix) Stainless Steel, 185 mm (Munix SL-1173)	Per Piece		
125.	Sharpener (Camlin/Natraj/Faber Castel)	Per Pkt. (10Pc)		
126.	Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM inner Paper with line, 1 MM Card Sheet on back 40 Sheets(Pages 80)	Per Piece		
127.	Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM inner Paper with line, 1 MM Card Sheet on back 80 Sheets(Pages 160)	Per Piece		
128.	Spiral Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM, inner Paper with line, Card Sheet on back and Front 40 Sheets (80 Pages)	Per Piece		
129.	Spiral Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM, inner Paper with line, Card Sheet on back and Front 80 Sheets (160 Pages)	Per Piece		
130.	Spiral Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM, Multi color inner Paper with line, Card Sheet on back and Plastic cover 160 Sheets (320 Pages)	Per Piece		
131.	Spiral Slip Pad with DoIT&C Logo 140mm x 225mm, 70 GSM, Multi color inner Paper with line, Card Sheet on back and Plastic cover 80 Sheets (160 Pages)	Per Piece		
132.	Stamp Pad 110mm x 70mm (Ashoka)	Per Piece		
133.	Stamp- Refillable Self Inking Stamp Seal 2 Line	Per Piece		
134.	Stamp- Refillable Self Inking Stamp Seal 3 Line	Per Piece		
135.	Stamp- Refillable Self Inking Stamp Seal 4 Line	Per Piece		

136.	Stamp- Refillable Self Inking Stamp Seal 5 or More Line	Per Piece		
137.	Stamp- Sun Stamp Seal 2 Line	Per Piece		
138.	Stamp- Sun Stamp Seal 3 Line	Per Piece		
139.	Stamp- Sun Stamp Seal 4 Line	Per Piece		
140.	Stamp- Sun Stamp Seal 5 or More Line	Per Piece		
141.	Stapler (Kangaroo/Max) Staples No. 24/6, 26/6, Stapling Capacity upto 30 Pages, Loading Capacity:50 Staples (24/6),100 Staples (26/6) (Kangaroo-HDZ-45 equivalent)	Per Piece		
142.	Stapler (Kangaroo/Max) Staples No. 24/6, 26/6, Stapling Capacity upto 30 Pages, Loading Capacity:50 Staples (24/6),100 Staples (26/6) (Kangaroo-HP-45 equivalent)	Per Piece		
143.	Stapler (Kangaroo/Max) Staples Use:No. 10, Stapling Capacity upto 15 Pages, Loading Capacity:50 Staples	Per Piece		
144.	Stapler Page remover 2 types simple & heavy duty	Per Piece		
145.	Stapler Pin (Kangaroo/Max) No. 10-1M (20x50=1000 staples)	Per Pkt.		
146.	Stapler Pin (Kangaroo/Max) No. 24/6 (20x50=1000 staples)	Per Pkt.		
147.	Stapler Pin (Kangaroo/Max) No. 26/6 (20x50=1000 staples)	Per Pkt.		
148.	Tape- Both Side (Scotch/cello/3M) 1" wide both-side tape thick	Per Piece		
149.	Tape- Both Side (Scotch/cello/3M) 1" wide both-side tape thin	Per Piece		
150.	Tape- Brown Packing (Scotch/cello/Wonder) 1", 55 meter	Per Piece		
151.	Tape- Brown Packing (Scotch/cello/Wonder) 2", 55 meter	Per Piece		
152.	Tape- Transparent Adhesive (Scotch/cello/Wonder) 2", 55 meter	Per Piece		
153.	Tape- Transparent Adhesive Scotch/cello/Wonder) ½", 55 meter	Per Piece		
154.	Tape-Transparent Adhesive (Scotch/cello/Wonder) 1", 55 meter	Per Piece		
155.	Thumb Pin	Per set		
156.	Tissue box	Per Pkt.		
157.	Towel 100% Cotton, 75 cm x 150 cm (Bombay Dyeing)	Per Piece		
158.	Visiting card with logo and name of department along with National emblem (as per sample)	Per Piece		
159.	White Board Duster	Per Piece		
160.	White Board Duster (Magnate)	Per Piece		
161.	White Board Marker (Camlin/Luxor/Faber Castel/Kores)	Per Pkt.(10Pc)		

NOTE:

6. Bidder may bid for one or more category however; bidder has to bid for all the items mentioned in a Category.
7. The prices offered by the bidder for various items under each Category will be evaluated on composite basis i.e., price of all offered items for a particular category shall be added together and the bidder standing L-1 on composite basis shall be considered for award of contract for that particular Category.
8. The bidders are required to quote for each and every line item for the category in which he is participating, if any chance bidder does not quote any rate in respect of any line item under the respective category, the bid will be rejected.
9. This Rate-Contract (RC) with successful bidder(s) for supply of various office items as per “Annexure-1: Bill of Material” shall be valid for a period of One (1) Year from the date of signing the agreement with the successful bidder(s). However, payment shall be made on actual quantity ordered.

ANNEXURE-7: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2025 by and between Department of Information Technology & Communications, Govt. of Rajasthan, having its head office at IT Building Yojana Bhawan Campus, 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 <NIB 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 NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

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

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by DoIT&C along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by DoIT&C to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in “Annexure-I: Bill of Material” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The DoIT&C do hereby agree that if supplier shall duly supply 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 supplier, 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.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period (if applicable) with liquidated damages, the recovery shall be made on the basis of following percentages of value of item which supplier has failed to supply: -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance 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 supplier 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 in on account of hindrances beyond the control of supplier.
6. 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 _____, 2025.

Signed By:	Signed By:
Designation:	Authorised Signatory
Company:	Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
Designation:	Designation:
Company:	Department of IT&C, Govt. of Rajasthan
Designation:	Designation:
Company:	Department of IT&C, Govt. of Rajasthan

ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature