Short Term RFP for Supply, Installation and Maintenance of IT Equipment for the proposed GeoSpatial Lab

Reference No.: F3.3/586/RISL/Pur/2026/4091 **Dated: 06-11-2026**

Unique Bid number: RIS2627GLOB00071

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Managing Director, RajCOMP Info Services Limited (RISL), First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Last Date & Time of Submission of Bid	23/11/2026 at 03:00 PM
Date & Time of Opening of Technical Bid	23/11/2026 at 05:00 PM

Cost of Tender Document: Rs.2000/- Only (Rupees Two Thousand Only)

RISL Processing fee: Rs.2000 /- Only (Rupees Two Thousand Only)

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

RajCOMP Info Services Limited (RISL)

1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 91 (141) 4031900 Fax: 91 (141) 2228701

Website: http://risl.rajasthan.gov.in

TABLE OF CONTENTS

ABBREVIATIONS & DEFINITIONS 5
1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB) 8
2. ABOUT RISL 10
3. PROJECT BRIEF 10
4. SCOPE OF WORK, DELIVERABLES & TIMELINES 14
4.1. Supply, Installation, And Warranty / Maintenance of Equipment at Specified Locations 14
4.2. Project Activity, Deliverables& Timelines 14
5. INSTRUCTION TO BIDDERS (ITB) 14
*1) **Sale of Bidding/ Tender Documents*** 14
*2) **Pre-bid Meeting/ Clarifications*** 14
*3) **Changes in the Bidding Document*** 15
*4) **Period of Validity of Bids*** 15
*5) **Format and Signing of Bids*** 16
*6) **Cost & Language of Bidding*** 17
*7) **Alternative/ Multiple Bids*** 17
*8) **Bid Security*** 17
*9) **Deadline for the submission of Bids*** 19
*10) **Withdrawal, Substitution, and Modification of Bids*** 20
*11) **Opening of Bids*** 20
*12) **Selection Method*** 21
*13) **Clarification of Bids*** 21
*14) **Evaluation & Tabulation of Technical Bids*** 21
*15) **Evaluation & Tabulation of Financial Bids*** 23
*16) **Correction of Arithmetic Errors in Financial Bids*** 24
*17) **Price/ purchase preference in evaluation*** 24
*18) **Negotiations*** 24
*19) **Exclusion of Bids/ Disqualification*** 25
*20) **Lack of competition*** 26
*21) **Acceptance of the successful Bid and award of contract*** 26
*22) **Information and publication of award*** 28
*23) **Procuring entity's right to accept or reject any or all Bids*** 28
*24) **Right to vary quantity*** 28
*25) **Performance Security*** 28
*26) **Additional Performance Security*** 30
*27) **Execution of agreement*** 30
*28) **Confidentiality*** 31

29) ***Cancellation of procurement process*** 31
30) ***Code of Integrity for Bidders*** 32
31) ***Interference with Procurement Process*** 33
32) ***Appeals*** 34
33) ***Stay of procurement proceedings*** 36
34) ***Vexatious Appeals & Complaints*** 36
35) ***Offenses by Firms/ Companies*** 36
36) ***Debarment from Bidding*** 37
37) ***Monitoring of Contract*** 37
6. GENERAL TERMS AND CONDITIONS OF TENDER &CONTRACT.....39
1) ***Contract Documents*** 40
2) ***Interpretation*** 40
3) ***Language*** 41
4) ***Joint Venture, Consortium or Association*** 41
5) ***Eligible Goods and Related Services*** 41
6) ***Notices*** 42
7) ***Governing Law*** 42
8) ***Scope of Supply*** 42
9) ***Delivery & Installation*** 42
10) ***Supplier's/ Selected Bidder's Responsibilities*** 43
11) ***Purchaser's Responsibilities*** 43
12) ***Contract Price*** 43
13) ***Recoveries from Supplier/ Selected Bidder*** 43
14) ***Taxes & Duties*** 44
15) ***Copyright*** 44
16) ***Confidential Information*** 44
17) ***Sub-contracting*** 45
18) ***Specifications and Standards*** 45
19) ***Packing and Documents*** 46
20) ***Insurance*** 47
21) ***Transportation*** 47
22) ***Inspection*** 47
23) ***Samples*** 48
24) ***Drawl of Samples*** 48
25) ***Testing charges*** 49
26) ***Rejection*** 49
27) ***Freight*** 49
28) ***Liquidated Damages (LD)*** 49
29) ***Authenticity of Equipment*** 51

30) ***Warranty*** *52*

31) ***Patent Indemnity*** *53*

32) ***Limitation of Liability*** *54*

33) ***Change in Laws & Regulations*** *54*

34) ***Force Majeure*** *55*

35) ***Change Orders and Contract Amendments*** *55*

36) ***Termination*** *56*

37) ***Settlement of Disputes*** *57*

38) ***Provision in Conflict*** *58*

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 59

1) ***Payment Terms and Schedule*** *59*

2) ***Service Level Standards/ Requirements/ Agreement*** *60*

ANNEXURE-1: BILL OF MATERIAL (BOM) 61

ANNEXURE-2: TECHNICAL SPECIFICATIONS 62

ANNEXURE-3: PRE-BID QUERIES FORMAT{TO BE FILLED BY THE BIDDER} 71

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {TO BE FILLED BY THE BIDDER} 72

ANNEXURE-5: SELF-DECLARATION{TO BE FILLED BY THE BIDDER} 73

ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {TO BE FILLED BY THE BIDDER} 74

ANNEXURE-7: DECLARATION BY BIDDER {TO SIGNED BY SELECTED BIDDER} 75

ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS {TO BE FILLED BY THE BIDDER (ON RS. 100/- NON-JUDICIAL STAMP PAPER)} 76

ANNEXURE-9: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {TO BE SUBMITTED BY THE BIDDER ON HIS LETTER HEAD} 77

ANNEXURE-10: DRAFT AGREEMENT FORMAT 79

ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012 82

ANNEXURE-12: MANUFACTURER'S AUTHORIZATION FORM (MAF) {TO BE FILLED BY THE OEMS} (INDICATIVE FORMAT) 83

ANNEXURE- 13: TENDER FORM 84

ANNEXURE-14: BANK GUARANTEE FORMAT {TO BE SUBMITTED BY THE BIDDER'S BANK} 85

ANNEXURE-15: CERTIFICATE FOR PRIOR REGISTRATION FOR PUBLIC PROCUREMENTS 91

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the 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. Managing Director, RISL, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till completion of Warranty Support Services after successful commissioning of the project
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ GoI
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DoIT & C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Centre
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture,

	fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MAF	Manufacturer's Authorisation Form
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly

Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL, GoR in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

RajCOMP Info Services Ltd.
(A Government of Rajasthan undertaking)

email: info.risl@rajasthan.gov.in
website: www.risl.rajasthan.gov.in
CIN :U72200RJ2010SGC033185

3NVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

Ref:- F3.3(586)/RISL/Pur/2026/ 4091 Dated 06-11-2026

UBN:- RIS2627GLOB00071

Name & Address of the Procuring Entity	• Name: Managing Director, RajCOMP Info Services Limited (RISL) • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	• Name: Mr. Naveen Kumar • Designation: Additional Director • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan) • Email: naveenkumar.doit@rajasthan.gov.in
Subject Matter of Procurement Bid Procedure	Short Term RFP for Supply, Installation and Maintenance of IT Equipment's
Bid Procedure	Single-stage: Two part (envelop) open competitive bid procedure
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc. Timelines of Tender	• Websites: https://eproc.rajasthan.gov.in https://sppp.rajasthan.gov.in/ https://shpp.rajasthan.gov.in https://risl.rajasthan.gov.in https://doitc.rajasthan.gov.in • Bidding document fee: Rs. 2,000/- (Rupees Two Thousand Only) in Cash/ Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". • RISL Processing Fee: Rs. 2,000 (Rupees Two Thousand only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Period of Sale/Download of Bidding Document (Start/ End Date)	• Start Date: 06/11/2026 at 03:00 PM • End Date: 23/11/2026 at 03:00 PM
Estimated Procurement Cost	INR 2,30,00,000 (INR Two Crore Thirty Lacs Only)
Bid Security and Mode of Payment	• Amount (INR): 2% of the estimated procurement cost 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction • Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur"
Manner, Start/ End Date for the submission of Bids	• Manner: Online at eProc website (https://eproc.rajasthan.gov.in) • Start Date: 06/11/2026 at 03:00 PM • End Date: 23/11/2026 at 03:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	• Till: 23/11/2026 at 03:00 PM
Date/Time/ Place of Technical Bid Opening	• Date & Time: 23/11/2026 at 05:00 PM Place: Committee Room, Second Floor, 'C' Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

C-Block, Ist Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 ■ Tel.: 141-5103902, 2229394, 2220097 Fax: 141-2228701

RajCOMP Info Services Ltd.
(A Government of Rajasthan undertaking)
email: info.risl@rajasthan.gov.in
website: www.risl.rajasthan.gov.in
CIN :U72200RJ2010SGC033185

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:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2. In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to 03:00 PM on 23/11/2026 its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
3. 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).
4. RISL 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 avcid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about thee-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoiT&C, GoR on a regular basis. Bidders interested for training may contact eProcurement 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 RTPP Act 2012 and Rules thereto, the later shall prevail.

(Naveen Kumar)
Additional Director

2. About RISL

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan.

RISL is designated State Designated Agency (SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs) and Facilitate State Government for implementing e-Procurement Project.

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

3. Project Brief

The GoR has identified IT and ITeS as a major thrust area for the growth and development of the State. As part of the overall initiatives of e-governance, Government of Rajasthan had established RISL as a state level nodal agency for execution of various IT & e-governance projects. Since RISl is executing various IT & e-governance projects, RISL store section is getting regular requirements from various level officers for latest IT equipment.

Therefore, RISL intends to procure items from professional and competent IT firms through this tender for Supply, Installation, and Warranty/ maintenance of the IT equipment's as per term and conditions of this biding documents. RISL would place the work order for Supply, Installation and Warranty/ maintenance of the IT equipment's.

The bidders are advised to go through Scope of Work before participating in the Bid.

1. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Self-certified declaration (if applicable) - Copy of Certificates of incorporation
2	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ITes should be at-least Rs. 6.00 Crore in the last three financial years, i.e., from FY 2022-2023, FY 2023-2024 and FY 2024-2025 (as per the last published audited balance sheets).	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the bidder as on 31/03/2025 should be Positive.	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability	The bidder must have successfully completed at least one project of Supply, Installation and Maintenance of IT/ITes	Work Completion Certificates from the client; OR

S. No.	Basic Requirement	Specific Requirements	Documents Required
		related equipment in Central Government Department/ State Government Department/ PSU/ Govt. Undertakings in India for not less than the amount Rs. 1.5 Crore during last 3 financial years (FY 2022-2023, FY 2023-2024 and FY 2024-2025) OR The bidder must have successfully completed at least three projects of Supply, Installation and Maintenance of IT/ITes related in Central Government Department/ State Government Department/ PSU/ Govt. Undertakings in India wherein cumulative value of the quoted project shall be more than Rs. 3.00 crore during last 3 financial years (FY 2022-2023, FY 2023-2024 and FY 2024-2025)	Work Order + Phase Completion Certificate from the client showing completion of supply and installation
5	Tax Registration and Clearance	The bidder should have a registered number of i. GST IN where his business is located ii. Income Tax / Pan number. iii. VAT Clearance Certificate	Copies of relevant certificates of registration
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for	A Self Certified letter as per Annexure-5: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	
	Other	The Sole Bidder / Bidder (each of consortium members in case of consortium) with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1) FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021.	Annexure-15

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

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

4.1.1 Supply and Installation of Equipments–

The selected bidder, when awarded the work order shall:

a. Supply all the items and peripherals as given in Bill of Material (BoM) meeting specifications given in Annexure-1..

b. Supply any passive components / equipment (like Screws, clamps, fasteners, ties, anchors, supports, grounding strips, wires, termination kits etc.)/ software licenses required for completing installation (if applicable).

4.1.2 Warranty / Mainitenece -

The selected bidder, when awarded the work order shall:

a. Provide comprehensive onsite warranty and maintenance of the supplied Items for a period of five years' as per the "Warranty" clause of Chapter 6: "General Terms & Conditions of the contract"

4.2. Project Activity, Deliverables& Timelines

The milestones, deliverables and time schedule for the implementation of the project is detailed in Chapter 7: "Special Terms & Conditions of the Tender & Contract"

5. INSTRUCTION TO BIDDERS (ITB)

1) **Sale of Bidding/ Tender Documents**

a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

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

2) **Pre-bid Meeting/ Clarifications**

a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -

   a. Last date of submitting clarifications requests by the bidder: as per NIB
   b. Response to clarifications by procuring entity: as per NIB

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

3) **Changes in the Bidding Document**

a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) **Period of Validity of Bids**

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) **Format and Signing of Bids**

a) Bidders must submit their bids online at e-Procurement portal i.e. http://eproc.rajasthan.gov.in.

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single stage-Two part/ cover system shall be followed for the Bid: -
   a. Technical Bid, including fee details, eligibility & technical documents
   b. Financial Bid

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

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee	Proof of submission (PDF)
3.	Bid Security	Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate	As per Annexure-4
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
6.	Bill of Material	As per Annexure-1
7.	Technical Compliance/ Technical Specification	As per Annexure-2
8.	Self-Declaration	As per Annexure-5
9.	Certificate of Conformity/ No Deviation	As per Annexure-6
10.	Declaration by Bidders	As per Annexure-7

11.	Undertaking on Authenticity of Equipment	As per Annexure-8
12.	Manufacturer's Authorisation Form (MAF)	As per Annexure-12
13.	Tender Form	As per Annexure -13
14.	Certificate for prior registration for public procurements	As per Annexure -15

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-9
2.	Financial Bid	As per BoQ (.XLS) format available on e-Procurement portal

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

6) **Cost & Language of Bidding**

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.

7) **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. Bidder, if any, quoting multiple brands/ make/ models in his bid, such bid may be liable for rejection by the Purchaser.

8) **Bid Security**

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

a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

g) The bank guarantee (if applicable) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

i) The Bid security taken from a bidder shall be forfeited, including the interest, if any,in the following cases, namely: -

   a. when the bidder withdraws or modifies its bid after opening of bids;

   b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;

c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;

d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and

e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

k) No interest shall be payable on the bid security.

l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-

a. the expiry of validity of bid security;

b. the execution of agreement for procurement and performance security is furnished by the successful bidder;

c. the cancellation of the procurement process; or

d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

a) Bids shall be received online at portal, up to the time and date specified in the NIB.

b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

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

a) If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).

b) Bids withdrawn shall not be opened and processes further.

11) **Opening of Bids**

a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

d) All the documents comprising of technical Bid/ cover shall be opened (only for the bidders who have submitted the prescribed fee(s) to RISL).

e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

   a. bid is accompanied by bidding document fee, bid security or bid securing declaration;

   b. bid is valid for the period, specified in the bidding document;

   c. bid is unconditional and the bidder has agreed to give the required performance security; and

   d. other conditions, as specified in the bidding document are fulfilled.

   e. any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) **Selection Method**

The selection method is Item Wise Least Cost Based Selection (LCBS) i.e. Item Wise L1 basis.(Please refer ANNEXURE-1: Bill of Material (BOM) for Item No. 1,2 and 6)

13) **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.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

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

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

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

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

c) Technical Evaluation Criteria

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids"

d) Tabulation of Technical Bids

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

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

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) The Financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present; Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.

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 unit rate quoted by the firm. All taxes and duties shall be applicable as per prevailing Government norms and shall be paid extra.

f) the offers shall be evaluated and marked Item Wise L1, L2, L3 etc. Item Wise L1 being the lowest offer and then others in ascending order;

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) **Price/ purchase preference in evaluation**

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

18) **Negotiations**

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

b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of

seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

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

19) **Exclusion of Bids/ Disqualification**

a) A procuring entity shall exclude/ disqualify a Bid, if: -

a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;

d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;

e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;

f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

   a. communicated to the concerned bidder in writing;

   b. published on the State Public Procurement Portal, if applicable.

20) **Lack of competition**

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

   a. the Bid is technically qualified;

   b. the price quoted by the bidder is assessed to be reasonable;

   c. the Bid is unconditional and complete in all respects;

   d. there are no obvious indicators of cartelization amongst bidders; and

   e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21) **Acceptance of the successful Bid and award of contract**

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

the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period of time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance securityis obtained.

22) **Information and publication of award**

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

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

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

24) **Right to vary quantity**

a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract.

c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive Bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -

   a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
   b. 50% of the value of goods or services of the original contract.

25) **Performance Security**

a) Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

b) The amount of performance security shall be 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 Small Scale Industries of Rajasthan it shall be

one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms: -

   a. Bank Draft or Banker's Cheque of a scheduled bank;

   b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

   c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

   d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

d) Performance security furnished in the form specified in clause [a.] to [d.] of (c)above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

   a. When any terms and condition of the contract is breached.
   b. When the bidder fails to make complete supply satisfactorily.
   c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

g) No interest shall be payable on the PSD.

26) **Additional Performance Security**

In addition to Performance Security as specified above , an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. 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 Daft, Banker's Cheque, Government Securities or Bank Guarantee.

For the purpose of this rule-

a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

b) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.

c) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

d) The Additional Performance Security shall be refunded to the selected bidder 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 selected bidder

27) **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.

28) **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.

29) **Cancellation of procurement process**

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

   a. at any time prior to the acceptance of the successful Bid; or

   b. after the successful Bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f) If a bidder is convicted of any offence under the Act, the procuring entity may: -

   a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

   b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

30) **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.

31) **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.

32) **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 or as determined by GoR

   Second Appellate Authority: Finance Department, GoR

f) Form of Appeal:

a. Every appeal under (a) and (c) above shall be as per Annexure-11 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.

33) **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.

34) **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.

35) **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.

36) **Debarment from Bidding**

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

37) **Monitoring of Contract**

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which

the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

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

6. GENERAL TERMS AND CONDITIONS OF TENDER &CONTRACT

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

Definitions

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

a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.

i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and 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 orSelected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been

accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

1) **Contract Documents**

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

2) **Interpretation**

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not

affect the validity or enforceability of any other provisions and conditions of the Contract.

3) **Language**

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

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

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

Consortium of firms is not eligible to bid. Further, the selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

5) **Eligible Goods and Related Services**

a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.

d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.

e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

6) **Notices**

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

7) **Governing Law**

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

8) **Scope of Supply**

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

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

c) The bidder shall not quote and supply and hardware/ software that is likely to be declared as End of Sale in next 3 months and End of Service/ Support within warranty / maintenance period. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9) **Delivery & Installation**

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations 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.

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) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14) **Taxes & Duties**

a) The GST if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.

b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

15) **Copyright**

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

16) **Confidential Information**

a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents,

data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -

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.

17) **Sub-contracting**

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

18) **Specifications and Standards**

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

b) Technical Specifications and Drawings

i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

19) **Packing and Documents**

a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

20) **Insurance**

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

b) The goods will be delivered at the FOR destination in perfect condition.

21) **Transportation**

The supplier/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

22) **Inspection**

a) The Purchase Officer or authorizedcommittee or 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 inspection shall be carried out on purchaser's premise, once all the ordered material is received. The purchaser may randomly select items (up to 10% of each item type) and inspect for their compliance to the requirements mentioned in the bidding document/ work order.

c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations mentioned in the bidding documentwithout any financial liability to the Purchaser.

23) **Samples**

a) If notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by one set of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be 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. RISL 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. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

d) Samples not approved shall be collected by the unsuccessful bidder. RISL 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.

24) **Drawl of Samples**

In case of tests, wherever feasible, samples shall be drawn in one set in the presence of selected bidder or his authorised representative and properly sealed in

their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

25) **Testing charges**

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

26) **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 RISL'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.

27) **Freight**

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

b) R.R. should be sent under registered cover through Bank only.

c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.

d) Remittance charges on payment made shall be borne by the bidder.

28) **Liquidated Damages (LD)**

a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum

deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.

c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.

   i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

   ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

   iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:

      a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.

      b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.

      c. When delay has occurred due to delay in issue of NOC by nagar nigam/UITs/JDA, electricity department etc.

   iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

vi. If user department or RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

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	10.0 %

i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

ii. The maximum amount of liquidated damages shall be 10% of the contract value.

iii. *The percentage refers to the payment due for the associated works/ goods/ service.

iv. 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.

v. 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) **Authenticity of Equipment**

a) The selected bidder shall certify(as per Annexure-8) 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.

30) **Warranty**

a) The bidder must supply all items with warranty valid as defined in Technical Specs (Annexure-2) of the RFP, after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a 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 delivery, the bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.

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.

f) The warranty on supplied software media, if any, should be at least 90 days.

31) **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.

32) **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.

33) **Change in Laws & Regulations**

a) Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier

has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

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

35) **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.

36) **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 goods / service within the time period specified in the contract, or any extension thereof granted by RISL; 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,isfound 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 RISL 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

RISL 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 RISL.

c) Termination for Convenience

i. RISL, 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.

37) **Settlement of Disputes**

a) General: If any dispute arises between the supplier/ selected bidder and RISL 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: - (RISL)

- Chairman of BoD of RISL : Chairman
- Secretary, DoIT&C or his nominee, not below the rank of Deputy Secretary : Member
- Managing Director, RISL : Member
- Director (Technical)/ Executive Director, RISL : Member
- Director (Finance), RISL : Member
- A Legal Expert to be nominated by the Chairman : Member

c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL 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 RISL'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 RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.

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

38) **Provision in Conflict**

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 and subsequent notified amendments shall prevail.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

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

S. No.	Milestone/ Phase	Deliverables	Timelines	Payment
1.	Completion of Supply and Installation Phase as per scope of work mentioned in chapter 4.	Original Delivery Challan & Installation Report	60 Days from issue of Work Order	85% Payment of total Work Order value
2.	Warranty, Maintenance and Support Phase Service as per scope of work mentioned in chapter 4.	Service History card or Call Report	-	• Remaining 15% to be paid in equal parts at the end of each year for remaining project duration

a) Any liquidated damages/ penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

b) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

c) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

d) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, subject to successful execution of work to the satisfaction of the purchaser.

e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

f) All remittance charges will be borne by the supplier/ selected bidder.

g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

h) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

i) In case of Site not ready, the payment to the supplier shall be released for actual number of items installed and commissioned under respective lot. The payment for rest of the items which are not installed and commissioned by the supplier shall be released only after their installation and commissioning at the respective site.

2) **Service Level Standards/ Requirements/ Agreement**

Sr. No.	Measurement Parameter	Service Level	Penalty
A.	Time to resolve complaints after lodging	Within 48 hours of lodging the complaint	No penalty
		More than 48 Hours	Rs. 500 per complaint per day

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

Penalty Capping:

The maximum penalty applicable on the Successful Bidder may not exceed 15% of the total contract value during the complete Project Period. In case if the total penalty applicable on the Successful Bidder exceeds 15% of the Total Contract Value, the Purchaser may terminate the Contract with Successful Bidder or forfeit the Bank Guarantee or take any Legal action against the Successful Bidder.

ANNEXURE-1: BILL OF MATERIAL (BoM)

A. Bill of Material (Specification as per Annexure 2)

Sr. No.	Component	Estimated Qty.	Warranty (in Years)	MAF Required (Yes/ No)
1.	High End Work Station	3 Nos	5	Yes
2.	Mid-Range Work Station	6 Nos	5	Yes
3.	Mobile Work Station (VR Ready)	5 Nos	5	Yes
4.	Colour Laser Printer A3 Size (With additional cartridge)	3 Nos	5	Yes
5.	A0 Size Plotter	1 Nos	5	Yes
6.	Monitor 23"	9 Nos	5	Yes

Note: (1) *For the purpose of financial evaluation and determination of the L1 bidder, the unit price of Item No. 6 (23" Monitor) shall be added to the unit price of Item No. 1 (High-End Work Station) and separately to the unit price of Item No. 2 (Mid-Range Work Station). Accordingly, no separate L1 shall be determined for Item No. 6 (23" Monitor), as its evaluation shall be carried out only in conjunction with Item No. 1 and Item No. 2.*

(2). Bidders are permitted to submit bids for any number of BoM items, at their discretion, as bids are invited for evaluation on an item-wise L1 basis.

ANNEXURE-2: TECHNICAL SPECIFICATIONS

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

Item No. 1:- High End Work Station (Estimated Qty – 3)

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/ No)
A: High End Work Station			
Make and Model- <To be filled by Bidder & OEM>			
1	Processor	Intel Xeon 40 cores processor (min. 2.2 GHz , 50 M cache) or higher configuration Processor should be cooled with vapour or liquid or better cooling system. A certification from OEM confirming the quality of cooling in 10^{O} C to 35^{O} C along with supporting documents should be provided for proposed cooling system.	
2	Chipset	Intel W790 or higher	
3	RAM	- 512GB ECC LRDIMM/RDIMM 4800MT/s or higher -All slots should be on motherboard itself -Minimum Module size will be 64 GB with 16 (or more) Slots OR 128 GB with 16 (or less) Slot. -System should be upgradable up to 1.5 TB without taking out existing RAM	
4	Drive Controllers	onboard hardware-based SATA RAID 0,1,5,10 support or higher	
5	Hard Disk	Minimum 12 TB SSD (Capacity to be fulfilled using minimum 3 No. SSD)	
6	Graphics Card	RTX Pro 5000 Blackwell	
7	GPU Computing Card support	Minimum 2x RTX 6000 ada supported	
8	Bays	Minimum : 1 x Slimline / External 5.25''; 4 x Internal 3.5''/2.5'' System should be able to support minimum 8 Hard drives and one DVD drive	
9	Slots	Minimum requirement: 4 Slot PCIe Gen3 x16; 1 Slot PCIe Gen3 x4	

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/ No)
		1 additional Slot PCIe Gen3 x8 OR PCIe Gen3 x4; 1 additional Slot PCIe Gen3 x4 OR M.2; (Slots should be allowed to run 3 x GPU, 2 x SSD and 1 x RAID card controller at same time)	
10	Ports	Front : 4 x USB (Out of 4 Minimun 2 port should be USB 3.0); Rear : 4 x USB (Out of 4 2 Minimun 2 4 port should be USB 3.0); (HDMI port 2 x RJ45 LAN ports) or (DP/mDP port with OEM provided HDMI converter) 2 x RJ45 LAN ports with support for (10 Gigabit Ethernet Port or higher)	
11	Keyboard and Mouse	Minimum 104 keys USB Keyboard and USB Optical Scroll mouse	
12	Audio	High Definition Integrated Audio with Internal speaker.	
13	Power Supply	-Minimum 1400W 90% Efficient, EPEAT Gold, 80 Plus Gold Power Under 200V input voltage. OR higher -Power supply should be capable to handle the load of 8 SAS Hard drives, 2 Solid State Drive, 2 GPU, 1 RAID Controller one DVD drive at same time	
14	Chassis	Completely tool less chassis with handles in front and rear side. Provision for Kensington lock and Panel lock required. Bidder shall supply Tower to Rack conversion kit with each workstation and system should be rack-mountable.	
15	Operating System	Windows 10/11 Professional 64 bit System should be certified for running RHEL OR SLED	
16	Certification	Certified on RTX 6000	
17	OEM Status	OEM should have ISO certifications for its manufacturing unit.	
18	Additional Software (Performance advisor – helps improve performance up to 25%)	1. A complete Offline Diagnostics software suite should be supplied along with the system.	

Item No. 2:- Mid Range Work Station (Estimated Qty – 6)

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/No)
A: Mid-Range End Work Station			
Make and Model- <To be filled by Bidder & OEM>			
1	Processor	Intel Xeon 16 cores processor min. 2.2 GHz, 45 M cache or higher configuration Processor should be cooled with vapour or liquid or better cooling system. A certification from OEM confirming the quality of cooling in 10^{O} C to 35^{O} C along with supporting documents should be provided for proposed cooling system.	
2	Chipset	Intel W790 or higher	
3	RAM	-256 GB ECC LRDIMM/RDIMM 4800MT/s or higher	
4	Drive Controllers	-onbaord hardware based SATA RAID 0,1,5,10 support or higher -PCIe hardware Raid 0,1,5,10 supported on SSD with Intel VROC Premium SSD Cntrl Module.	
5	Hard Disk	Minimum 6 TB SSD (Capacity to be fulfilled using minimum 3 No. SSD)	
6	Graphics Card	RTX Pro 4500 blackwell	
7	Bays	Minimum : 1 x Slimline / External 5.25''; 4 x Internal 3.5''/2.5'' System should be able to support minimum 8 Hard drives and one DVD drive	
8	Slots	Minimum requirement: 4 Slot PCIe Gen3 x16; 1 Slot PCIe Gen3 x4 1 additional Slot PCIe Gen3 x8 OR PCIe Gen3 x4; 1 additional Slot PCIe Gen3 x4 OR M.2; (Slots should be allowed to run 3 x GPU, 2 x SSD and 1 x RAID card controller at same time)	
9	Ports	Front & Rear (Both) : 4 x USB (Out of 4 Minimum 2 port should be USB 3.0);	

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/No)
10	Keyboard and Mouse	Minimum 104 keys USB Keyboard and USB Optical Scroll mouse	
11	Audio	High Definition Integrated Audio with Internal speaker.	
12	Power Supply	-Minimum 1400W 90% Efficient, EPEAT Gold, 80 Plus Gold Power Under 200V input voltage. OR higher -Power supply should be capable to handle the load of 8 SAS Hard drives, 2 Solid State Drive, 3 GPU, 1 RAID Controller one DVD drive at same time	
13	Chassis	Completely tool less chassis with handles in front and rear side. Provision for Kensington lock and Panel lock required. Bidder shall supply Tower to Rack conversion kit with each workstation and system should be rack-mountable.	
14	Operating System	Windows 10 Professional 64 bit or higher System should be certified for running RHEL OR SLED	
15	Certification	Certified on RTX 5000	
16	OEM Status	OEM should have ISO certifications for its manufacturing unit.	
17	Additional Software (Performance advisor – helps improve performance up to 25%)	1. A complete Offline Diagnostics software suite should be supplied along with the system.	

Item No. 3:- Mobile Work Station (VR Ready) (Estimated Qty – 5)

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/No)
Make and Model- <To be filled by Bidder & OEM>			
1.	Processor	Ultra 7 356H or higher configuration	
2.	OS	Windows 10/11 Pro 64 bit	
3.	Chipset	Mobile Intel® CM236 / WM880 or higher	
4.	RAM	16 GB DDR5 5600 MHz or upgradable upto 64 GB	
5.	Hard Disk	1TB NVMe	
6.	GraphicCard	NVIDIA RTX 500 ada with 4 GB memory or higher	
7.	Display	14" diagonal LED FHD UWVA Anti-Glare flat (1920x1200) for Webcam	
8.	Connectivity	1 RJ-45 Gigabit Ethernet Port; WiFi and Bluetooth 5.4	
9.	Slots / Ports	Minimum 4 Ports (Any Combination of USB 3.0 port and Thunderbolt 3 port) (1 Port for charging); 1 VGA or along with HDMI to VGA convertor; 1 RJ-45; 1 stereo microphone-in/headphone-out combo 6 1 Power/DC-in Jack ;1 HDMI 2.0 Output and above 2.1 1 Noble Lock port (cable and lock sold separately)	
10.	Keyboard and Mouse	Backlit Keyboard, US/International Backlit button image sensor trackpad with all-points addressable (APA) and Additional Wireless KeyBoard and Mouse.	
11.	Battery & Power Supply	65 W USB Type-C adapter (external) Long Life 3-cell 62 WHr Polymer or Higher	
12.	Camera	Integrated 720p HD Webcam or higher	
13.	Accessories	Carry bag.	
14.	Additional Software (Performance advisor – helps improve performance up to	1. The hardware vendor should supply an automatic system performance tuning and monitoring software on Windows. 2. The tuning software should have modules for resource monitoring over a long period of time, and should be	

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/No)
	25%)	capable of showing GPU utilization (GPU, Graphics memory and Codec activity) for both Graphics and GPU Compute cards. 3. A complete Offline Diagnostics software suite should be supplied along with the system.	
15.	Antivirus	Minimum 3 years subscription Antivirus with protection for Ransomware, Browsing, Phishing along with OEM undertaking to be provided.	
16.	Certification	- ISV certified for Autodesk, CATIA, Solidworks -Offered model should be visible on ISV website	
17.	Others	- Integrated Fingerprint Reader.	
18.	Warranty	Five-years hardware warranty and support	

Item No. 4:- Color Lazer Printer A3 Size (03 nos)

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/No)
Make and Model- <To be provided by Bidder & OEM>			
1	Printing	Color Laser Multifunction Printer (Print, Copy, Scan, ADF, Duplex)	
2	Resolution	600dpi x 600dpi	
3	Memory	512 MB or higher	
4	Print Speed	25 ppm Black ,15 ppm color	
5	Print Resolution (black)	Up to 600 x 600 dpi	
6	Print Resolution (colour)	Up to 600 x 600 dpi	
7	Duty Cycle	5,000 pages per month or higher	
8	Interface	High-Speed USB 2.0 / USB Host / Ethernet 1 Gigabit Ethernet 10/100TX network	
9	OS Support	Windows 10/11 edition or higher	
10	Media Type (Cassette)	Plain Paper / Thin Paper / Thick Paper / Cardstock / Thicker Paper / Hole Punched / Transparency / Pre-Printed / Letter Head / Recycled / Bond / Envelope / Coloured	
11	Media Size	A4/ A3 / Letter / Legal / Custom Size (min. 76.2 x 127mm)	
12	Paper Type Selection	Automatic from any tray	
13	LAN	LAN Support	
14	Cartridge	Separate black cartridge required	
15	Warranty	Five-years hardware warranty and support	

Item No. 5:- A0 Size Plotter (1 nos)

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/No)
Make and Model- <To be provided by Bidder & OEM>			
1	Printing	Inkjet (Print, Copy, Scan)	
2	Resolution	2400dpi x 1200 dpi	
3	Memory	128 GB (Virtual), Hard Disk: standard 320 GB and above	
4	Print Speed	120 A1 prints per hour, 60 A0 prints per hour	
5	Print Resolution (black):	Up to 2400 x 1200 dpi	
6	Print Resolution (colour)	Up to 2400 x 1200 dpi	
7	Ink Colours	6 (Cyan, Magenta, Yellow, Grey, Matte Black, Photo Black)	
8	Interface	High-Speed USB 2.0 / USB Host / Ethernet 1 Gigabit Ethernet 1000 Base-T network	
9	OS Support	Windows 10/11 edition or higher	
10	Media Type (Cassette)	Bond and coated paper (bond, coated, heavyweight coated, super heavyweight plus matte, coloured), technical paper (natural tracing, translucent bond, vellum), film (clear, matte, polyester), photographic paper (satin, gloss, semi-gloss, matte, high-gloss), backlit, self-adhesive (two-view cling, indoor paper, polypropylene, vinyl)	
11	Media Size	Input: two automatic front-loading roll feeds; smart roll switching; sheet feed; Output: integrated output stacking tray (from A4/A to A0/E, with up to 50 A1/D-size capacity); media bin; automatic cutter; Scanner: straight-through scan paper path for sheet and cardboard originals	
12	Paper Type Selection	Automatic from any tray	
13	LAN	LAN Support	
14	Cartridge	Separate black cartridge required	
15	Warranty	Five-years hardware warranty and support	

Item No. 6:- Monitor 23"s (9 nos)

S. No.	Feature	Minimum Requirement	Bidder and OEM Compliance (Yes/No)
Make and Model- <To be provided by Bidder & OEM>			
1	Screen size	23" (MEASURED DIAGONALLY) or higher with inbuilt speaker	
2	Display type	LED backlight	
3	Display resolution	1920 x 1080	
4	Resolutions Supported	640 x 480 @ 60 Hz; 720 x 400 @ 70 Hz; 800 x 600 @ 60 Hz; 1024 x 768 @ 60 Hz; 1280 x 720 @ 60 Hz; 1280 x 1024 @ 60 Hz; 1440 x 900 @ 60 Hz; 1600 x 900 @ 60 Hz; 1680 x 1050 @ 60 Hz; 1920 x 1080 @ 60 Hz; 640 x 480 @ 75Hz (HDMI only); 800 x 600 @ 75 Hz (HDMI only); 1024 x 768 @ 75 Hz (HDMI only); 1280 x 1024 @ 75 Hz (HDMI only); 1920 x 1080 @ 50 Hz (HDMI only); 1920 x 1080 @ 75 Hz (HDMI only); 720 x 480 @ 60 Hz; 720 x 576 @ 50 Hz; 1280 x 800 @ 60 Hz	
5	Display Features	Plug and Play; Anti-glare; User programmable; On-screen controls; In plane switching	
6	Ports	1 HDMI 1.4; 1 Display Port 1.2; 1 VGA port	
7	Power	AC100-240V 50/60Hz, ENERGY STAR® Certification	
8	Aspect Ratio	16:9	
9	Contrast Ratio	1200:1 static; 1000000:1 dynamic	
10	Warranty	Five-years hardware warranty and support	
11	Others	Supplied Monitor should be of same Make as supplied Workstation.	

ANNEXURE-3: PRE-BID QUERIES FORMAT{to be filled by the bidder}

Name of the Company/Firm:

Bidding Document Fee Receipt No. _____ Dated_____ for Rs. _____/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
MD, RISL,
Yojana Bhawan, C-Scheme,
Jaipur

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

Thanking you,

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

Verified Signature:

ANNEXURE-5: SELF-DECLARATION{to be filled by the bidder}

To,

MD, RISL,
Yojana Bhawan, C-Scheme,
Jaipur

In response to the NIB Ref. No. No. _____ dated _____ for supply of IT Equipment's to RISL as an Owner/ Partner/ Director/ Authorized Signatory 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) isnot 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 ourdirectors 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 interestas mentioned in the bidding document which materially affects the fair competition.
i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,
MD, RISL,
Yojana Bhawan, C-Scheme,
Jaipur

CERTIFICATE

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

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

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

Thanking you,

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

ANNEXURE-7: DECLARATION BY BIDDER {to signed by selected bidder}

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

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS {to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

MD, RISL,

Yojana Bhawan, C-Scheme,

Jaipur

Reference: NIB No. _____ dated: _____

This has reference to the items being supplied/quoted to you vide bid ref. no. NIB Ref. No. _____ dated:_____ We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

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

Authorized Signatory

Name:

Designation:

ANNEXURE-9: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {to be submitted by the bidder on his Letter head}

To,
MD, RISL,
Yojana Bhawan,
Jaipur

Reference: NIB No. _____ dated:_____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

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

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:
Authorized Signatory
Name:
Designation:

Financial Bid Format

Processing Authority: Managing Director, RISL						
Name of Work: RFP for Supply, Installation and Maintenance of IT Equipment's						
NIB Ref. No: _____ dated:_____						
Bidder Name:						
PRICE SCHEDULE						
S. No	**Item Description**	**Unit**	**Total Qty. (Est.)**	**Unit Rate (In INR) (excluding GST)**	**GST on Unit Rate (In INR), if applicable**	**Total Rate (In INR) (Including GST)**
1	**2**	**3**	**4**	**5**	**6**	**7=(5+6)*4**
1	High End Work Station	Nos.	3			
2	Mid-Range Work Station	Nos.	6			
3	Mobile Work Station (VR Ready)	Nos.	5			
4	Colour Lazer Printer A3 Size	Nos.	3			
5	A0 Size Plotter	Nos.	1			
6	Monitor 23"	Nos.	9			
Total Amount (in Rupees):						

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

ANNEXURE-10: 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 RajCOMP Info Services Limited, having its head office at 1st floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

This agreement is being executed on behalf of M/s (Concerned Department)_____, to procure defined goods and services, RISL is acting merely as a pure agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of M/s (Concerned Department)_____ along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company.

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 RISL 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 RISL to M/s _____at the rates set forth in the work order no. _____, _____ will duly supply the said articles set forth in "Annexrure-1: 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 RISL 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
4. , the RISL 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.
5. 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.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of _____, 2025.

Signed By:	Signed By:
() Designation: Company:	Managing Director/Director (T) RajCOMP Info Services Limited,
In the presence of:	*In the presence of:*
() Designation: Company:	() Designation: RajCOMP Info Services Limited,
() Designation: Company:	() Designation: RajCOMP Info Services Limited,

ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

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

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

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

3. Number and date of the order appealed againstand name and designation of the officer/ authority who passed the order (enclose copy), ora statement of a decision, action or omission ofthe 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 representedby a representative, the name and postal address of the representative:<please specify>

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

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

7. Prayer:<please specify>

Place ……

Date ……

Appellant's
Signature

ANNEXURE-12: MANUFACTURER'S AUTHORIZATION FORM (MAF) {to be filled by the OEMs} (Indicative Format)

To,

{Procuring Entity},

_____,

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

Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

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

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

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

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 6 months from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support during warranty and maintenance period as per RFP.

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1) FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India and I/we certify that,

** I/we is/are not with beneficial ownership from such country and will not supplying finished goods procured directly or indirectly from such country.*

OR

**I/we is/are with beneficial ownership from such country and/or will be supplying finished goods procured directly or indirectly from such country and I/We are registered with the Competent Authority as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1) FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 and the evidence of valid registration with the Competent Authority is attached with the bid.*

* Strike whichever is not applicable

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE- 13: TENDER FORM

Ref. No.: _____ **Dated: _____**

1) **Addressed to:**

Name of the Bidding Authority	MD, RISL
Address	
Telephone	
Tele Fax	
Email	

2) Firm Details:

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

3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.

4) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

ANNEXURE-14: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. …….. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

   It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

   And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the RISL as earnest money deposit.

2. Now, therefore, we the …….. (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at…….. (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ……(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date …… (Signature) ……

Place …… (Printed Name) ……

(Designation) ……

(Bank's common seal) ……

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1) ……

……

(2) ……

……

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the RISL through …… and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature
(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL
For and on behalf of the RISL

Signature
(Name & Designation)

ANNEXURE-15: CERTIFICATE FOR PRIOR REGISTRATION FOR PUBLIC PROCUREMENTS

{Indicative Format-to be submitted by the bidder}

To,

{Procuring entity},

_____,

_____,

Reference: NIB No. _____dated _____ (Unique Bid No.: _____)

I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public (RTTP) Rules, 2013 and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021,15.01.2021 and 30.03.2021 regarding prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

*I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which shares land border with India or with beneficial ownership from such country.

OR

*I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares land border with India or with beneficial ownership from such country has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

***Please strikeout which is not applicable.**