

## Director of Secondary Education Rajasthan Bikaner

Ref No. Shivira-Sec/Accounts/D-2/28011/23-24

Date :-

### Notice Inviting Bid

Bid for IT Equipment are invited from interested bidders up to 6:00 P.M Date 13.07.2023 Other particulars of the bid may be visited on the procurement portal (<https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>) of the state; and Departmental Website <https://education.rajasthan.gov.in>

S.N.	IT Equipment Item Detail	Estimated Cost(in Rs.)	UBN
1.	Desktop Computer (i-3)	1,92,00,000.00	
2.	Multi function Printer (MFP)	75,20,000.00	
3.	Laser Printer	3,00,000.00	
4.	Heavy Duty Scanner	2,00,000.00	
5.	UPS 1.0 KVA	14,31,000.00	
6.	24 Port PoE L2 Gigabit Managed Switch	6,00,000.00	
7.	Network Security firewall with 3yr License	5,00,000.00	
8.	Networking with Installation	7,96,000.00	

Director  
Secondary Education  
Rajasthan Bikaner

सत्यमेव जयते

Signature valid

Digitally signed by Karan Ram  
Designation: Director  
Date: 2023.06.23 17:58:49 IST  
Reason: Approved

RajKaj Ref No. : 4126199



S.N.	Tender Document For :- Item	Procurement of IT Equipment :- Quantity
1.	UPS 1.0 KVA	318

Ref. No. Shivira-Sec/Accounts/D-2/28011/23-24 Date :-

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
State Public Procurement Portal	<a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a>	
Procuring entity/ Procuring entity	Director, Secondary Education Rajasthan, Bikaner.	
Date & Time of Pre-bid meeting	Date: 04.07.2023 A.M.	Time : 11:00
Last Date & Time of Submission of Bid	Date: 13.07.2023 P.M.	Time : 6:00
Date & Time of Opening of Technical Bid	Date: 14.07.2023 P.M.	Time : 3:00

Details of IT Equipment Items, Estimated Cost, Cost of Tender Document, E-Tender Processing Fees & BS

S.N.	IT Equipment Item Detail	Estimated Cost(in Rs.)	Cost of Tender Document	E-Tender Processing Fees	Bid Security (2% of Estimated Cost) (in Rs.)
1.	UPS 1.0 KVA	14,31,000.00	Rs. 1000/-	Rs. 500/-	28,620.00

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

Other information:

1. Region: State of Rajasthan
2. Address for correspondence: Director of Secondary Education, Rajasthan, Bikaner
3. Phone no 0151-2522238,2541451
4. Department Website : <https://education.rajasthan.gov.in>
5. E-mail :- 1. dir.dse@rajasthan.gov.in

*Handwritten signature and initials in blue ink.*

**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

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**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**SECTION-(I) ABBREVIATIONS & DEFINITIONS**

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.																														
Bidder	"Bidder" means any OEM/AUTHORISED DEALERS DEALER OF IT EQUIPMENT.,																														
IT EQUIPMENT	<table border="1"> <thead> <tr> <th>S.N.</th> <th>Item</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Desktop Computer (i-3)</td> <td>320</td> </tr> <tr> <td>2.</td> <td>Multi function Printer (MFP)</td> <td>188</td> </tr> <tr> <td>3.</td> <td>Laser Printer</td> <td>25</td> </tr> <tr> <td>4.</td> <td>Heavy Duty Scanner</td> <td>5</td> </tr> <tr> <td>5.</td> <td>UPS 1.0 KVA</td> <td>318</td> </tr> <tr> <td>6.</td> <td>24 Port PoE L2 Gigabit Managed Switch</td> <td>12</td> </tr> <tr> <td>7.</td> <td>Network Security firewall with 3yr License</td> <td>01</td> </tr> <tr> <td>8.</td> <td>Networking with Installation</td> <td>250</td> </tr> <tr> <td></td> <td></td> <td>I/O Box</td> </tr> </tbody> </table>	S.N.	Item	Quantity	1.	Desktop Computer (i-3)	320	2.	Multi function Printer (MFP)	188	3.	Laser Printer	25	4.	Heavy Duty Scanner	5	5.	UPS 1.0 KVA	318	6.	24 Port PoE L2 Gigabit Managed Switch	12	7.	Network Security firewall with 3yr License	01	8.	Networking with Installation	250			I/O Box
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Business Day	A working day except Rajasthan Government holidays.																														
BOQ	Bill of Quantities (Item wise Price)																														
BS	Bid Security																														
BG	Bank Guarantee																														
CMC	Contract Monitoring Committee																														
Contract	"The Contract" means a legally enforceable agreement entered into between Procuring Entity and the selected bidder(s) with mutual obligations.																														
Supply Period	Supply period 45 Days.																														
Delivery Place/FOR	All IT Equipment Delivery at Directorate Secondary Education Rajasthan Bikaner																														
Day	"Day" means a calendar day as per Government of Rajasthan.																														
Department	Secondary Education Department																														
GOR	Govt. of Rajasthan																														
D.D	Demand Draft																														
Goods	"Goods" Means IT Equipment which the bidder is required to supply to Procuring entity under the Contract.																														
INR	Indian Rupee																														
ISI	Indian Standards Institution																														
ISO	International Organisation for Standardisation																														
ITB	Instruction to Bidders																														
LOA	Letter of Acceptance																														
NIT	Notice Inviting Tender.																														
OEM/AUTHORISED DEALERS	Original Equipment Manufacturer./AUTHORISED DEALERS OF IT EQUIPMENT																														
PAN	Permanent Account Number																														
PC	Procurement Committee																														
PQ	Pre-Qualification.																														
SD	Security Deposit.																														
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.																														
RFP	Request for Proposal (Bidding document). an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.																														
Services	"Services" means the services to be delivered by the successful bidder																														
State Government	Government of Rajasthan.																														
TIN	Tax Identification Number																														
G.S.T.	Goods and Service Tax																														
WO/ PO	Work Order/ Purchase Order																														
Working Day	See Business Day																														
E-Way Bill	E-Way Bill Generated by suppliers as per Government Norms																														



## DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER

### SECTION (II): INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1) Director, Secondary Education Department, Bikaner (Rajasthan) invites through E-tendering two stage two-envelopes unconditional electronic bid (e-bids) proposals from OEM/AUTHORISED DEALERS "Bidder" means any OEM/AUTHORISED DEALERS of IT Equipment who meet the minimum eligibility criteria as specified in this bidding document for "Supply Of IT Equipment" as detailed in this RFP document. The tender/ bid shall only be submitted through online tendering system of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
  - 2) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in> and [www.education.rajasthan.gov.in](http://www.education.rajasthan.gov.in) for the purpose of downloading.
  - 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
  - 4) 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, safe crypt, Code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
  - 5) Two -Stage two envelope selection procedures shall be adopted.
  - 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, E-Grass Challan for Tender Fees, RISL Processing Fees and Bid Security (BS) should be submitted e-Grass challan original copy physically at the office of Procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
  - 7) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
  - 8) Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-tendering process.
  - 9) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL 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](mailto:eproc@rajasthan.gov.in) सत्यमेव जयते  
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 10) Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/ bidding document, is scheduled as per the details specified in Notice Inviting Bid (NIB) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
  - 11) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder(s).
  - 12) Department disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
  - 13) Any Bidder who have OEM/Authorised dealer of IT Equipment

 

**SECTION-(III) NOTICE INVITING BID (NIB).**

Director, Secondary Education Department, Bikaner (Rajasthan) invites e-Bid single stage two-envelopes unconditional competitive e-bids from the eligible bidders for "Supply Of IT Equipment. The bid shall only be submitted through online bedding system of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The schedule of dates is as follows:-

Nature of Work		Supply of Supply of IT Equipment For Director Secondary Education Rajasthan Bikaner.		
Detail of Tender fee and Processing fee				
IT Equipment Item Detail	Quantity	Estimated Cost (In Rupces)	Cost of Tender Document	E-Tender Processing Fees
UPS 1.0 KVA	318	14,31,000.00	Rs. 1000/-	Rs. 500/-
Bid Security (BS)	2% of Estimated Cost Of IT Equipment			
Publishing Date/Time	Date:-	23.06.2023	Time:-	6:00 P.M
Document Download Start Date/Time	Date:-	23.06.2023	Time:-	6:00 P.M
Date, Time & Venue of Pre-Bid Meeting	Date:-	04.07.2023	Time:-	11:00 A.M (At Office of Director Secondary Education, Rajasthan, Bikaner)
Bid submission Start Date/Time	Date:-	23.06.2023	Time:-	6:00 P.M
Document Download End Date/Time	Date:-	13.07.2023	Time:-	11:00 A.M
Bid submission End Date/ Time	Date:-	13.07.2023	Time:-	6:00 P.M
Last date of Submission Copy of DD/BG of Tender Fee, Processing Fee & (BS) BID-SECURITY	Date:-	14.07.2023	Time:-	1:00 P.M (At Office of Director Secondary Education, Rajasthan, Bikaner)
Technical Bid Opening Date/Time	Date:-	14.07.2023	Time:-	3:00 P.M
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified bidders.			
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> , <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a> and <a href="http://www.education.rajasthan.gov.in">www.education.rajasthan.gov.in</a> सत्यमेव जयते			
Bid Validity	90 Days from the last date of bid submission			
Supply period.	Supply period for IT Equipment is 45 Days.			

Note:-The procuring entity reserves the right to accept or reject any bid, and to cancel the bidding Process and reject all bids without assigning any reason, at any time prior to contract award, Without thereby incurring any liability to the bidders.





**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**  
**SECTION-(IV) : ELIGIBILITY CRITERIA FOR TECHNICAL BID**

Basic selection criteria for Technical bid of bidder is as under:

S. n	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be an OEM/AUTHORISED DEALERS.OF IT Equipment	Certified copy of OEM/AUTHORISED DEALERS(Attach format copy of Certificate & Annexure - 8)
2	Net Worth	The net worth of the Bidder in the last three financial year 2020-21 , 2021-22 & 2022-23 should be positive.	CA Certificate with CA's Registration Number/ Seal
3	Tax registration	1. Copy of Valid Pan Card. 2. Copy of GST Certificate along with latest quarterly return	As per required
4	Price & Rate Assurance Certificate	We here by confirm/declare that the price quoted for the above mentioned Tender by us are not higher than those quoted to any other Central/State Government Department in India in the financial year 2023-24 for the IT Equipment (As per the specifications mentioned in NIB) And also the price quoted will not be lower than our quoted price during the tenure of tender as specified in NIB..	Self declaration. Certificate format (Annexure-7)
5	Average Turnover	The bidder should have a Average Turn Over of Estimated value of IT Equipment item. during the last three Financial year (2020-21 2021-22 and 2022-23) Bidder should submit audited balance sheet for the years (2020-21 2021-22 and 2022-23) and a certificate from C.A. certifying,	Audited Balance Sheet, CA Certificate on the basis of final a/c with CA's Registration Number/ Seal & Annexure- 12
6	Work Experience	The Bidder/OEM should have Satisfactorily Cumulatively supplied two times amount of quantity of IT Equipment item in which the bidder is participating in last three years (2020-21 2021-22 and 2022-23) to any central govt. office/Any state Govt. office/ Central Govt. PSU/ State Govt. PSU.	Copy of a valid certificate the bidder should enclose relevant copy of the certificate in sports of all the items quoted. (Contract Experience as per Annexure-11)
7	Service Centre	Authorize Service Centre of IT Equipment at consignee location, Bikaner. and district Headquarter Jaipur, Jodhpur, Kota, Ajmer, Udaipur & Bharatpur. before last date of submission of bid.	Certified copy of Authorized Service Centre (Attach copy of Certificate)
8	Blacklisting	A firm is not eligible to participate in this bid while	A Self Certified letter as

*[Handwritten signatures and marks]*

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S. n	Basic Requirement	Specific Requirements	Documents Required
	It is black listed by any department of GOR	under sanction by Education Department, GOR. Similarly, at the time of bidding, the firms black-listed/ debarred in participating in any procurement process undertaken by - i. any Procuring Entity, if debarred by the State Government; and ii. Procuring Entity if debarred by such procuring Entity.	given in the Annexure-6
Other requirement			
09	Make & Model	The Bidder will indicate the exact make & model of it in the technical bid so that their performance eligibility could be assured as per specifications mentioned in this tender. Bidder would supply only those makes & models which have been accepted during technical evaluation. No other make & model will be supplied which is not quoted or not approved	A self declaration (on Bidder's Letterhead)
10	POA	General Power of attorney / Board of Directors resolution / Deed of Authority executed in favour of person(s) authorized to sign the Bid Document and the contract and all correspondences / document thereof	As required.
11	Land Border Country Declaration	OEM/AUTHORISED DEALERS OF IT Equipment Submit land Form Annexure-10 Land Border Country Declaration	Annexure-10
12	Warranty	3 year comprehensive Warranty on site warranty by OEM (Specification & Warranty of the offered model should be available through serial number search/ tracking on website of OEM.)	
13	Security Other Features	Facility to download update of OEM software, device drives, and firmware on OEM Website. Security by using hardware TPM 2.0 CPU Cabinet should be of small form factor less than 8ltr of volume to save space.	

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## SECTION-(V): SCOPE OF WORK

Supply of IT Equipment :-

S.N.	Item	Quantity
1.	UPS 1.0 KVA	318

(Use For Director of Secondary Education Rajasthan Bikaner)

## SECTION-(VI): INSTRUCTION TO BIDDERS (ITB) and BIDDING PROCESS

- 1) Sale of Bidding Document-The complete bidding document would be available on the websites for the period as specified in the NIB. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of bidding document while submitting the e-bids. The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal.
- 2) Clarification of Bidding Document and Pre-Bid Conference-
  - a) The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications in the specified format as per Annexure-3. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the NIT. The Procuring Entity will respond in writing to any request for clarification, within Seven days, provided that such request is received no later than Three days prior to the date of Pre-bid Meeting. The Procuring Entity shall forward copies of its response to all Bidders who have acquired/ procured the Bidding Document directly from it including a description of the inquiry but without identifying its source. It shall also be placed on the websites of State Public Procurement Portal and the Procuring Entity.
  - b) The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
  - c) The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than three days before the Pre-Bid Conference.
  - d) Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference.
  - e) At any time prior to the deadline for submission of the Bids, the Procuring Entity, sue motto, may also amend the Bidding Document if required by issuing an addenda which will form part of the Bidding Document.
  - f) Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
  - g) The procuring entity reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
- 3) Amendment of Bidding Document-
  - a) Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the websites of State Public Procurement Portal and the Procuring Entity for prospective bidders to download.

**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

- b) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the websites of State Public Procurement Portal and Procuring Entity.
- 4) Documents comprising the Bid
- a) A Single stage-Two cover system shall be followed for the bid –
- a. Technical bid                      b. Financial bid
- b) Technical bid shall include the following documents: -

S. No.	Documents Type	Document Format
1	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
<b>Fee Details</b>		
1	Tender Fee (e-Grass Challan/DD)	e-Grass Challan (Under Revenue Head:-0075-00-800-52-01) Deputy Director Administration, Secondary Education, Rajasthan, Bikaner & DDO code no : 3740 ) . Or Demand draft (DD in favour of Director of secondary education, Rajasthan, Bikaner. Payable at Bikaner.).
2	RISL Processing Fee (e-Grass Challan/DD)	e-Grass Challan Ee-GRASS Single Challan in the name of MD, RISL (Budget Head:-8658-00-102-(16)-[02]) Or Demand draft (DD in favour of Director of secondary education, Rajasthan, Bikaner. Payable at Bikaner.).
3	BID-Security (BS)/ (e-Grass Challan/DD/BG)	Demand draft (DD/BG in favour of Director of secondary education, Rajasthan, Bikaner. Payable at Bikaner.). Or e-Grass Challan E- (Budget Head:-8443-00-108-00-00-Security Deposit) Deputy Director Administration, Secondary Education, Rajasthan, Bikaner & DDO code no : 3740 (2% of Estimated Cost of IT Equipment)
4	Tender Fee, RISL, Processing fee & Bid Security	Scanned copy upload of e-GRASS Challan/DD/BG
<b>Technical Bid Documents</b>		
1	Tender Form	as per Annexure-4
2	Bidder's Authorisation Certificate	as per Annexure-5
3	Self-Declaration – No Blacklisting	as per Annexure-6
4	Certificate of Conformity/ No-Deviation	as per Annexure-7
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
<b>Technical Bid Documents</b>		
1	OEM/ Authorised Dealers of IT Equipment	as per Annexure-8

9. 1.



**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

2	Financial Bid Undertaking	as per Annexure-13
3	Compliance undertaking for all the supplied items.	Compliance undertaking on OEM/Authorized Dealer letter pad as per Annexure 2of RFP.

Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted only on e-procurement website as per the BOQ template.

Commercial bid shall include the following documents: -

S No.	Documents Type	Document Format
1.	Price Bid	As per Annexure-3

- c) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
- d) Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.
- 5) Cost of Bidding: 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.
- 6) Language of Bid: The e-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 Hindi/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 duly accepted by the Bidder in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 7) Bid Prices-
- The price/ financial bid must be specified in the BOQ file available at e-proc and without changing its form and type.
  - Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. G.S.T. Shall be quoted separately in Term of % as well as in amount (both) All other taxes & any expenses shall be included in rates.
  - All the prices shall be quoted by the Bidder entirely in Indian Rupees (INR). All payments shall be made in Indian Rupees only.
  - Prices/ Rates shall be written both in figures and words, as applicable.
  - All rates quoted must be FOR Director of Secondary Education Rajasthan Bikaner. The rates should include all taxes, duties, excise and other expenses any rates and taxes revision/imposed by the government during the supply period and procuring entity will not pay any cartage or transportation charges.
  - Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
  - The prices quoted by the Bidder in the Financial bid shall conform to the requirements specified therein.
  - The price to be quoted in the financial bid shall be the total price (Cost + G.S.T. shown Separately) of the bid. Discount, if any, should be included in the quoted price.
  - The disaggregation of price components, if required, is solely for the purpose of facilitating the comparison of bids by the procuring entity. This shall not in any way limit the procuring entity's right to contract on any of the terms offered: -
    - For Goods offered from within the country.
    - For Related Services whenever such Related Services are specified in the bidding document.
- 8) Period of Validity of Bids-
- Bids shall remain valid for the period as specified in NIT, after the bid submission deadline date prescribed by the procuring entity. A bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive bid.





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- b. In exceptional circumstances, prior to the expiration of the bid validity period, the procuring entity may request bidders to extend the period of validity of their Bids. The requests and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security i.e. BS(Bid Security), A Bidder granting the request shall not be required or permitted to modify its Bid.
- 9) Bid Security (BS)- Deposit by e-Grass Challan. (2% of Estimated Cost of IT Equipment)
- 10) Deadline for the submission of Bids shall be received at the place and up to the time and date specified in the Notice Inviting Bids or an extension issued thereof.
- 11) Format and Signing of Bid-
- The bid forms/templates/ annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the authorised person, accompanied with a board resolution, in case of a company/power of attorney as per Annexure-5.
  - Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the bid.
  - The bid, duly signed (digitally) by authorised signatory, should be uploaded on the e-proc portal in respective file/ format.
  - Bidders must submit their bids online at e-proc portal. Bids received by another other means shall not be accepted.
  - If bids are not submitted as per the details mentioned in this bidding document and e-proc website, the procuring entity shall reject the bid.
- 12) Withdrawal, Substitution and Modification of Bids-
- A Bidder may withdraw, substitute or modify its Bid Proposal after it has been submitted by sending a written Withdrawal/ substitutions/ modifications etc. Notice, duly signed by the Bidder or its authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 'Format and Signing of Bid'. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be:
    - submitted in accordance with ITB Clauses 'Format and Signing of Bid' and 'Sealing and Marking of Bids', the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL"; "SUBSTITUTION", or "MODIFICATION" and
    - received by the Procuring Entity prior to the deadline specified by the Procuring Entity for submission of Bids in accordance with ITB Sub-Clause 'Deadline for Submission of Bids'.
  - Bid Proposals that are withdrawn in accordance with ITB Sub- Clause 'Withdrawal of Bids' shall be returned unopened to the Bidders.
  - No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 'Period of Validity of Bids' or any extension thereof.
- 13) Bid Opening-
- The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
  - The procuring entity shall conduct the bid opening at the address, date and time specified in the NIT.
  - All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Procurement Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at e-Proc website.
  - All the documents comprising of technical bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidder's who have submitted the prescribed fee(s)).
  - All the technical bid covers, except the Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the RISL processing fee, tender fee, Bid Security (BS) and any other details as the procuring entity may consider appropriate. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids, Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment or

 

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- instrument of the required price of Bidding Document, processing fee or user charges (in case of e-procurement) and Bid Security.
- f) The Procuring entity shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and Bid Security (BS). The bidder's representatives who are present shall be required to sign the attendance sheet.
- g) The Financial cover will remain unopened and will be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Entity.
- h) The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
- i) The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding documents, processing fee or user charges and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids opening committee shall also sign the record with date.
- 14) **Selection method-** The selection method is Least Cost Based Selection (LCBS or L1).
- 15) **Guiding Principles for Evaluation of Bids-**
- a) The procuring entity shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- b) The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.
- c) A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP
- d) **Deviations, Reservations, or Omissions in Technical or Financial Bids:** A responsive bid would be the one that meets the requirements of the bidding document including the technical evaluation criteria, if any, without 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.
- e) **Responsiveness of Technical or Financial Bids:**
- i. The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid.
- ii. A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that,
- a. if accepted, would: -
- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
- (ii) limits in any substantial way, inconsistent with the bidding document, the procuring entity's rights or the bidder's obligations under the proposed Contract; or
- b. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- iii. The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of this RFP have been met without any material deviation or reservation.
- iv. If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- f) **Nonmaterial Non-conformities in Technical or Financial Bids:** Provided that a bid is substantially responsive, the procuring entity -





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- may waive any nonconformity (with recorded reasons) in the bid that does not constitute a material deviation, reservation or omission.
  - may request that the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial proposal of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
  - will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the bid price shall be adjusted during evaluation of financial proposals for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.
- 16) Evaluation of Technical Bids-
- a) The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid (Evaluation of Technical Bid by Technical Committee members) including the pre-qualification documents.
  - b) Examination of Terms and Conditions of the Technical or Financial Bids:
    - i. The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the bidding document have been accepted by the Bidder without any material deviation or reservation.
    - ii. The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with 'Documents Comprising the Bid' and Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document, to confirm that all requirements specified in this document and all amendments or changes requested by the Procuring Entity in accordance with 'Amendment of Bidding Document', have been met without any material deviation or reservation.
  - c) Technical Evaluation Criteria – Bid shall be evaluated technically based on the documents submitted by the bidder as asked in the clause "Documents comprising the bid"
  - d) The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification", and shall be informed, either in writing or by uploading the details on the websites mentioned in the NIT, about the date, time and place of opening of their financial bids.
  - e) The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially nonresponsive and not qualified in accordance with the requirements of the Bidding Document and return their Financial Bids unopened.
  - f) The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and BS (Bid Security) refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.
- 17) Evaluation of Financial Bids-
- a) The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
  - b) To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this document. No other criteria or methodology shall be permitted.
  - c) To evaluate a Financial Bid, the Procuring Entity shall consider the following:
    - i. the Bid Price quoted in the Financial Proposal;
    - ii. price adjustment for correction of arithmetical errors in accordance with Clause 'Correction of Arithmetical Errors';
    - iii. price adjustment due to discounts offered, if permitted, in accordance with Clause 'Bid Prices'; and
    - iv. price and/ or purchase preference in accordance with Clause 'Price and/ or Purchase Preference'
    - v. price adjustment due to application of all the evaluation criteria specified in Evaluation and Qualification Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified.

 



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- d) Unless otherwise specified, the evaluation of the total Price of a Bid (IT Equipment Item wise) shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
- 18) Clarification of Technical or Financial Bids-
- a) To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing/ email.
  - b) Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation 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 arithmetical errors discovered by the Bid evaluation 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.
- 19) Correction of Arithmetical Errors in Financial Bid- Provided that the bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:-
- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
  - iv. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Security (BS) shall be executed.
- 20) Preliminary Examination of Technical or Financial Bids:
- a) The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in 'Documents Comprising the Bid' have been provided, and to determine the completeness of each document submitted.
  - b) The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided :
    - (i) Bid is signed, as per the requirements listed in the Bidding documents;
    - (ii) Bid has been upload as per instructions provided in the Bidding documents;
    - (iii) Bid is valid for the period, specified in the Bidding documents;
    - (iv) Bid is accompanied by Bid Security (BS) :
    - (v) Bid is unconditional and the Bidder has agreed to give the required performance Security; and
    - (vi) Price Schedules in the Financial Bids are in accordance with RFP Clauses;
    - (vii) written confirmation of authorisation to commit the Bidder;
    - (viii) Manufacturer's Authorisation, if applicable;
    - (ix) Declaration by the Bidder in compliance of Section 7 of the Act;
    - (x) other conditions, as specified in the Bidding documents are fulfilled.
- 21) Comparison of bids: The procuring entity shall compare all substantially responsive bids to determine the lowest-evaluated bid in accordance with the evaluation criteria given in this RFP.
- 22) Post qualification of the Bidder: The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
- 23) Negotiations-



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- a) Except in case of procurement by method of single source procurement, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
  - b) Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-
    - (i) when ring prices have been quoted by the Bidders for the subject matter of procurement; or
    - (ii) when the rates quoted vary considerably and considered 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 Bidder shall be informed about negotiations 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 Bidder has received the intimation and consented to 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 Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and supply order be awarded to the Bidder who accepts the counter-offer.
  - g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
- 24) Disqualification: Procuring entity may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder: -
- i. Has not submitted the bid in accordance with the bidding document.
  - ii. Has submitted bid without submitting the prescribed Tender Fee, RISE Processing Fee, Bid Security (BS) or the Bidder's authorisation certificate/ Power of Attorney.
  - iii. Has imposed other conditions in his bid.
  - iv. During validity of the bid or its extended period, if any, increases his quoted prices.
  - v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
  - vi. Has failed to provide clarifications related thereto, when sought.
  - vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the Bid Security (BS).
  - viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification
- 25) 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, etc., shall accept or reject the successful Bid.
  - b) Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
  - c) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
  - d) The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria, and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
  - e) Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
  - f) The issuance of formal letter of acceptance (LOA) may be sent to the successful Bidder. By posted or sent by email (if available) to the address of the successful Bidder given in its Bid.
- 26) Confidentiality-
- a) Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not



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- officially concerned with such process until information on Contract award is communicated to all Bidders.
- b) Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
  - c) Notwithstanding above clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
  - d) In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
- 27) Conflict of Interest- A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations:
- a) A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
    - i. have controlling partners/ shareholders in common; or
    - ii. receive or have received any direct or indirect subsidy from any of them; or
    - iii. have the same legal representative for purposes of this Bid; or
    - iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
    - v. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
    - vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
    - vii. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
  - b) The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV of Transparency Act, Bidding Forms.
  - c) Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, 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 action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
- 28) Procuring entity's Right to accept any bid, and to reject any or all of the Bids: The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without assigning any reasons thereof and without thereby incurring any liability to the bidders.
- 29) Signing of Contract-
- a) In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of fifteen days from the date on which the LOA is dispatched to the Bidder. Until a formal contract is executed, LOA shall constitute a binding contract.
  - b) If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall take action against the successful Bidder as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance on the rates of lowest Bidder to the next lowest responsive Bidder.
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- c) The Bid Security if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
- 30) Performance Security Deposit (PSD)-
- a) Performance Security shall be solicited from all successful Bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned, controlled or managed by the State Government and undertakings of 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.
- b) The amount of Performance Security shall be 2.5 percent of the amount of the supply order. In case of Small Scale Industries of Rajasthan it shall be 0.5 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 1.0 percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees.
- c) Performance Security shall be furnished in the following form-
- (i) Deposit through e GRAS.
- (ii) Bank Draft or Banker's Cheque of a scheduled bank;
- (iii) 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.
- (iv) Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in Clause 'Bid Security'; shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including guarantee obligations and operation and / or maintenance and defect liability period, if any-Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified time period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder at the rates of the lowest bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily
- d) Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases-
- i. when the Bidder does not execute the agreement in accordance with Clause 'Signing of Contract' within the specified time period; after issue of letter of acceptance/ placement of supply order; or
- ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
- iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
- iv. when any terms and conditions of the contract is breached; or
- v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Chapter VI of the Rules and specified in Clause 36.
- e) Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
- 31) Reservation of Rights: To take care of unexpected circumstances, procuring entity reserves the rights for the following: -
- a) Extend the closing date for submission of the bid proposals.
- b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
- c) Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.
- d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.
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- e) Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
  - f) Seek the advice of external consultants to assist procuring entity in the evaluation or review of proposals.
  - g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
  - h) Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.
- 32) 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 bidder shall provide the name of key personnel/ mobile no/ E-mail/ address for each district head quarter wise and also depute the authorise person at the directorate level.
  - g) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.
- 33) Code of Integrity- Any person participating in the procurement process shall -
- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
  - e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - f) not obstruct any investigation or audit of a procurement process;
  - g) disclose conflict of interest, if any; and
  - h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
- 34) Grievance handling during procurement process- Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the R.F.P. in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A.

   




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**Section VII : Procedure of Appeals**

1) Filing an appeal-

1st appeal to ACS/Principal Secretary/Secretary, School Education Department, Rajasthan, Jaipur.

2nd appeal to ACS/ Principal Secretary (Finance) of Rajasthan government Jaipur.

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in Clause 37 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in act within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4) Appeal not to lie in certain cases- No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a) determination of need of procurement;
- b) provisions limiting participation of Bidders in the Bid process;
- c) the decision of whether or not to enter into negotiations;
- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality.

5) Form of Appeal-

- a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6) Fee for filing appeal-

- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7) Procedure for disposal of appeal-

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

FORM No. 1

[See rule 83]

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

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

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

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

5. Number of affidavits and documents enclosed with the appeal: .....

6. Grounds of appeal: .....

.....

..... (Supported by an affidavit)

Prayer: ..... सत्यमेव जयते .....

.....

Place .....

Date .....

Appellant's Signature

*[Handwritten signature]*



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**SECTION-(VIII): TERMS AND CONDITIONS OF TENDER & CONTRACT**

**A. GENERAL CONDITIONS OF CONTRACT (GCC):**

- Definitions- The following words and expressions shall have the meanings hereby assigned to them-
  - a) 'Act/ Rule' Means GF&AR, The Rajasthan Transparency in Public Procurement Act., 2012 and Rule 2013
  - b) "Completion" means the fulfilment of the supply of IT Equipment by the bidder in accordance with the terms and conditions set forth in the Contract.
  - c) "Contract" means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.
  - d) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
  - e) "Contract Price" means the price payable to the 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.
  - f) "Day" means calendar day.
  - g) "Delivery" means the transfer of the IT Equipment from the Bidder/Bidders to the Procuring Entity in accordance with the terms and conditions set forth in the Contract in case of splitting the quantity of amount The Two/Three Bidders then the total allowed period as per R.F.P. also splitting in same Ratio in the Bidders. The bidder/Bidders shall bounded for supply after complete assembling and testing as per Annexure-2 of RFP.
  - h) "GCC" mean the General Conditions of Contract
  - i) "of IT Equipment means all of the commodities, raw material, machinery and equipment, documents, guarantees/warrantees and/or other materials that the Bidder is required to supply to the Procuring Entity under the Contract.
  - j) "Procuring Entity" means the Entity purchasing the IT Equipment and Related Services, as specified in the bidding document.
  - k) "Related Services" means the services incidental to the supply of the IT Equipment, such as insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the Bidder under the Contract.
  - l) 'Rules' means the Rajasthan Transparency in Public Procurement Rules ,2013
  - m) "SCC" means the Special Conditions of Contract.
  - n) "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 IT Equipment to be supplied or execution of any part of the Related Services is subcontracted by the Bidder.
  - o) "Bidder" means the natural person, private or government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Bidder.
  - p) "The Site," where applicable. means the place of delivery, installation, testing/commissioning of the IT Equipment or machinery or any other place named in the bidding document
  - q) E-Way Bill Generated by suppliers as per Government Norms
- 2. Income Tax and G.S.T. Registration and G.S.T. Clearance Certificate-  
No Bidder who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GOI and who is not registered under the G.S.T. Act prevalent in the State where his business is located shall not eligible for bid. The Valid G.S.T. Registration Number/ The bidder should have to submit form 3 B of GSTR and downloaded copy of liabilities register from the GST portal with NIL/ Zero Balance as on 31st March,2021 and Challan Receipt for any outstanding balance clearance as a proof.
- 3) 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 receipt.
  - b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

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- 4) Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of India and the State of Rajasthan.
- 5) Scope of Supply-
  - a) Subject to the provisions in the bidding document and contract, the IT Equipment 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 IT Equipment and related services as if such items were expressly mentioned in the contract. Delivery of IT Equipment
- 6) Delivery of IT Equipment:-
  - a) Subject to the conditions of the contract, the delivery of the IT Equipment 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 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 Bidder/ 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 bidding document and/ or contract.
  - d) Shifting the place of Installation: The end-user will be free to shift the place of installation within the same city /town/ district/ division. The Bidder shall provide all assistance, incl. transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.
- 7) Bidder's/ Selected Bidder's Responsibilities: The Bidder shall supply all the IT Equipment and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.
- 8) Procuring entity's Responsibilities - Whenever the supply of IT Equipment and related services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Procuring entity shall, if so required by the Bidder, shall make its best effort to support the Bidder in complying with such requirements in a timely and expeditious manner.
- 9) Recoveries from Bidder/ Selected Bidder-
  - a) Recovery of penalty, short supply, breakage, rejected articles shall be made ordinarily from bills.
  - b) The Purchase Officer shall withhold amount to the extent of penalty, short supply/ installation /deployment, breakage and rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and Security Deposit available with procuring entity.
  - c) The balance, if any, shall be demanded from the Bidder/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to Rajasthan Public Demand Recovery Act or any other law in force.
- 10) Taxes & Duties-
  - a) For IT Equipment supplied from outside India, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
  - b) For IT Equipment supplied from within India, the Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted IT Equipment at site to the Procuring Entity.
  - c) If any tax exemptions, reductions, allowances or privileges may be available to the Bidder in India, the Procuring Entity shall use its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allowable extent.
  - d) The income tax & G.S.T. etc., if applicable, shall be deducted at source from the payment to the , Selected bidder as per the law in force at the time of execution of contract.
  - e) Revision of any other tax or duty shall be on account of the bidder.
- 11) Liquidate Damages:
  - a) Subject to provisions of GCC Clause 'Force Majeure' and Extensions of Time if the Bidder fails to deliver any or all of the IT Equipment With in the period specified in the contract, the Procuring



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Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidate damages on the basis of following percentages of value of competed IT Equipment which the Bidder has failed to supply of IT Equipment:-

No.	Condition	LD %
a.	Delay up to one fourth period of the specified period of delivery of procurement	10%
b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery of procurement	15%
c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery of procurement	20%
d.	Delay exceeding three fourth of the specified period of delivery of procurement	25%

- b) 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. The value of IT Equipment and/ or Related Services not received in specified time should be calculated carefully. The method of calculation for contracts which include multiple items of supply/ service in case individual value of each item is not taken in the Bid should be generally given in the SCC. For turnkey projects in which cost of individual items is not known also, some apportionment formula should be given in the SCC. If not given, the total value of the turnkey project shall become the basis for imposing LD, if due. The maximum amount of liquidate damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 'Termination & Disputes'.
- c) Recoveries of liquidate damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the Bidder along with amount of liquidate damages shall be recovered from his dues and Performance Security available with the Procuring Entity. In case balance of recovery is not possible, recourse will be taken under Rajasthan Public Demand Recovery Act or any other law in force.
- 12) Copyright: The copyright in all drawings, source code, design documents, and other materials containing data and information furnished to the Procuring Entity by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to the Procuring Entity directly or through the Bidder by any third party, including Bidders of materials or Related Services, the copyright in such materials or related services shall remain vested in such third party.
- 13) Subcontracting:
- a) The Bidder shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Procuring Entity. The Bidder shall notify the Procuring Entity in writing of all subcontracts to be awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Bidder from any of its obligations, duties, responsibilities, or liability under the Contract. The capability details of such subcontractors shall be provided to the Procuring Entity who shall evaluate and take a decision as to whether approve it or not, it if not initially approved during the evaluation of the bid.
- b) Subcontractors shall comply with the provisions of GCC Clauses 'Code of Integrity' and 'Confidential Information'.
- 14) Insurance- Unless otherwise specified in the SCC, the IT Equipment supplied under the Contract shall be fully insured against loss by theft, destruction or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges will be borne by the Bidder and the Procuring Entity will not be required to pay such charges, if incurred.
- 15) .Inspection:  
Purchase committee/ procuring entity may nominate representative for Post-Delivery Inspection in accordance of standard specification as per annexure -2 of RFP. After completion of inspection, the IT equipment shall be handed over by the successful bidder to the Procuring Department and provide the sign off on the delivery challan to the bidder.
- 16) Transportation-
- a) Unless otherwise specified in the SCC, obligations for transportation of the IT Equipment shall be in accordance with the Terms & conditions specified in this document.

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- b) In case of Supply from within India, the IT Equipment shall be supplied FOR locations specified in this document. All transportation charges, local taxes, etc. shall be borne by the Bidder.
- 17) 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, 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 selected bidder within 03 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 Bidder's/ bidder's/ selected bidder's risk and on his account.
- 18) Extensions of Time:
- a) If at any time during performance of the contract, the Bidder of its Subcontractors should encounter conditions impeding timely delivery of the IT Equipment or completion of Related Services pursuant to GCC 'Delivery' Clause the Bidder shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidders notice, the Procuring entity shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidate damages depending on the nature of causes of delay, by issuing and amendment of contract.
  - b) Except in case of Force Majeure, as provided under GCC, or reasons beyond the control of the Bidders under GCC sub clause (a) above, a delay by the Bidder in the performance of its delivery and completion obligations shall render the Bidder liable to the imposition of liquidate damages pursuant to GCC clause 'Liquidate Damages'.
- 19) Authenticity of Equipments-
- a) The selected bidder shall certify that the supplied IT Equipment 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 IT Equipment 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 procuring entity may have inspected and/ or approved the said IT Equipment the procuring entity will be entitled to reject the said IT Equipment or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the IT Equipment will be at the selected bidder's risk and all the provisions relating to rejection of IT Equipment etc., shall apply. The selected bidder shall, if so called upon to do, replace the IT Equipment 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) IT Equipment accepted by the procuring entity in terms of the contract shall in no way dilute procuring entity's right to reject the same later, if found deficient in terms of the this clause of the contract.
- 20) Patent Indemnity-
- a) The Bidder shall, subject to the Procuring entity's compliance with sub-clause (b) below, indemnify and hold harmless the Procuring entity 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 Procuring entity 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 IT Equipment by the Bidder or the use of the IT Equipment in the country where the Site is located; and
    - ii. the sale in any country of the products produced by the IT Equipment



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Such indemnity shall not cover any use of the IT Equipment 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 IT Equipment or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Procuring entity arising out of the matters referred to above, the Procuring entity shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in the Procuring entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
  - c) If the Bidder fails to notify the Procuring entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring entity shall be free to conduct the same on its own behalf and at the expenses of the Bidder.
  - d) The Procuring entity shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.
  - e) The Procuring entity shall indemnify and hold harmless the Bidder and its employees, officers, and Subcontractors 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 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 Procuring entity.
- 21) Limitation of Liability: Except in cases of gross negligence or willful misconduct:-
- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay penalty to the Procuring entity; and
  - b) the aggregate liability of the Bidder to the Procuring entity, 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 Bidder to indemnify the Procuring entity with respect to patent infringement.
- 22) Force Majeure-
- a) The Bidder shall not be liable for forfeiture of its Performance Security, liquidate damages, or termination for default if and to the extent that delays 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 Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
  - c) If a Force Majeure situation arises, the Bidder shall promptly notify the procuring entity in writing of such condition and cause thereof. Unless otherwise directed by procuring entity writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by Force Majeure event.
- 23) Change Orders and Contract Amendments-
- a) The Procuring entity may at any time order the Bidder/ 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 IT Equipment to be furnished under the Contract are to be specifically manufactured for the Procuring entity;
    - ii. the method of shipment or packing;
    - iii. the place of delivery; and
    - iv. the related services to be provided by the Bidder/ selected bidder.

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- b) If any such change causes an increase or decrease in the cost of, or the time required for, the 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 Bidder/ selected bidder for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Bidder's receipt of the Procuring entity's change order.
- c) Prices to be charged by the 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 Bidder for similar services.
- d) Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of IT Equipment of the original contract and shall be within one month from the date of expiry of last supply. If the Bidder fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the bidder. Appropriate time will be given for the additional order quantity.

**24) Termination-**

**a) Termination for Default-**

- i. The procuring entity without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of contract, by notice of default sent to the Bidder, may terminate the contract in whole or in part:
  - a. If the Bidder fails to deliver any or all quantities of the IT Equipment and/or related services within the period specified in the contract,; or
  - b. If the Bidder fails to perform any other obligation under the contract.
  - c. If the Bidder, in the judgement of the Procuring entity, has breached the Code of Integrity, as defined in GCC, in competing for or in executing the contract.
- ii. In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clauses above, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, IT Equipment and/ or Related Services similar to those undelivered or not performed, and the Bidder shall be liable to the Procuring Entity for any additional costs for such similar IT Equipment or Related Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

b) Termination for Insolvency: Procuring entity may at any time terminate the Contract by giving notice to the Bidder if the Bidder becomes bankrupt or otherwise declared insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Procuring Entity.

**c) Termination for Convenience-**

- i. The Procuring Entity, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience.
- ii. The Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- iii. The IT Equipment that are complete and ready for shipment at the time of Bidder's receipt of the Notice of termination may, if required, be accepted by the Procuring Entity at the Contract terms and prices.

**25) Dispute Resolution Mechanism -**

- a) If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the ACS/ Principal Secretary/Secretary of the secondary education Department who will appoint a committee and whose decision shall be final.
- b) All legal proceedings, if necessary arise to institute may be any of the parties (Government or Contractor) shall have to be lodged in courts situated in Bikaner (Rajasthan) and not elsewhere.

**26) Local Conditions-**

- a) Each Bidder is expected to fully get acquainted with the local conditions and factors, which may have any effect on the performance of the contract and /or the cost.



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- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding documents. The department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the department. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the department, on account of failure of the bidder to know the local laws / conditions.
- d) The bidder is expected to obtain all information that may be necessary for preparing the bid at their own interest and cost

27) General Conditions-

- a) The final acceptance of the tender would be entirely vested with the procuring entity who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There are no obligations on the part of the procuring entity to communicate in any way with the rejected Bidder. After acceptance of the tender by procuring entity the Bidder shall have no right to withdraw his tender or claim higher price.
- b) Tenders with incomplete information are liable for rejection.
- c) For each category of qualification criteria, the documentary evidence is to be produced duly attested by the Bidder, serial numbered and enclosed with the technical bids. If the documentary proof is not enclosed for any/ all criteria the tender is liable for rejection.
- d) If any information given by the Bidder is found to be false/fictitious, the action would be initiated against the Bidder as per Govt. rules.
- e) If GOR/ Department decide to appoint a third party agency for inspection and evaluation to measure the success of the project during the tenure of the project and Bidder need to share all the information and co-operate with third party monitoring /technical agency during the period of contract.

28) Terms of Payment-

- a) The currency in which payments shall be made to the Bidder under this Contract shall be Indian Rupees.
- b) No advance/ running payment shall be made. The payment will be made by the by the Director of Secondary Education Rajasthan Bikaner to the bidder on total complete supply of IT Equipment after duly technically checking by the Technical committee.
- c) Director of Secondary Education Rajasthan Bikaner would provide the Income tax deduction certificate and the reasons of other deductions in writing to the tendered at the time of payment.

29) Payment schedule --

- a) The Bidder's/ selected bidder's request for payment shall be made to the procuring entity in writing, accompanied by invoices describing, as appropriate, the IT Equipment 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.
- b) Due Payments shall be made promptly as far as possible within in a month through treasury process by the procuring entity.
- c) All remittance charges will be borne by the Bidder/ selected bidder.
- d) In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- e) Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective/ prospective quarters.
- f) Income Tax & GST etc. as applicable, will be deducted at source, from due payments, as per rule.
- g) Document/literature/data to demonstrate that the offered product meets the Technical requirement as per Specification & Standards.



**ANNEXURE-1: BILL OF MATERIAL (BOM)** required at Director Secondary Education Bikaner Supply Of IT Equipment as per following technical specification :-

**ANNEXURE-2: TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS For IT Equipment**

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 weight age shall be awarded for such deviations.

**ANNEXURE-2 : TECHNICAL SPECIFICATIONS For 1.0 KVA UPS**

Item -1.0 KVA UPS

Make: -----

Models: -----

S. No	1.0 KVA UPS Make & Model Offered - (To be filled by the bidder)	Compliance	Page No. where the specs are attached
	Item	Minimum Technical Specification	
1	UPS Capacity	1 KVA	
2	Protection	Full Protection	
3	Voltage	230V+ -10%	
4	Range	160V – 280V	
5	Power Factor.	0.6 or Higher	
6	Back up time	168 VAH for 30 Minutes backup on 1 PC (Inbuilt Batteries)	
7	Indicator	Mains On/On Battery/ Low Battery/ Fault/ Overload	
8	Plug and cable	Input cable of 1.2 Mtr. with 3 pin Indian plug and output have 4 nos. Of 5 Pin Indian socket.	
9	Battery Type	Sealed Lead Acid Valve Regulated	
10	Alarm	On Battery/ Fault Overload, Low Battery	
11	Certifications	BIS, ISO	
12	Test Report	OEM Should Submit test report for the quoted model issued by state/ Central laboratory/ NABL accredited labs (not old form last 5 Years)	
All specifications are minimum and higher specifications are always acceptable			

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**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**ANNEXURE-3: PRE-BID QUERIES FORMAT**

{to be filled by the bidder}

NIT No: Shivira-Sec/Secondary/Accounts/D-2/28011/21-22

Date. ....

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

Tender Fee Receipt No. \_\_\_\_\_ Date \_\_\_\_\_ 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). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.*



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*(Handwritten signature/initials)*

**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**ANNEXURE-4: TENDER FORM**

{to be filled by the bidder}

I. Addressed to:

a.	Name of the procuring entity	Director, Secondary Education Department, Bikaner
b.	Address	As above
c.	Telephone	0151-2522238
d.	Telephone	0151-2201861
e.	e-Mail	caosecedu@gmail.com

II. NIT Ref.: NIT No: Shivira-Sec/Secondary/Accounts/D-2/28011/21-22Date. ....

III. Other related details: -

1.	Name of Bidder			
2.	Original Equipment Manufacturer./AUTHORISED DEALERS OF IT EQUIPMENT			
3.	Name & Designation of Authorized Signatory			
4.	Registered Office Address			
	Telephone Nos. / Mobile		Fax:	
	Website		Email	
5.	Rajasthan centre (if any)	Address		
		Phone	Fax:	
		Contact Person		
6.	Bikaner/Jaipur centre (if any)	Address		
		Phone	Fax:	
		Contact Person		
7.	Year of Establishment			
8.	Nature of the Firm			Public Ltd. Private Ltd. Partnership Proprietary
	Put Tick (√) mark			
9.	Previous Experience in supplying Complete IT Equipment			
10.	Any other details in support of your offer			
Note: Please attach list of offices & centres situated in Rajasthan along with address and phone & Fax numbers. Pls. attach proof in support of details stated above.				

IV. The Cost of Tender amounting to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) has been deposited vide E-Grass  
Challan no. \_\_\_\_\_ Date \_\_\_\_\_ in.

V. The processing fees amounting to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) has been deposited vide E-Grass  
Challan no. \_\_\_\_\_ Date \_\_\_\_\_.

VI. The rates quoted are applicable up to 90 days from the date of opening of technical bid of tender  
document. This validity can be extended with mutual agreement.

VII. The Permanent Income Tax No. (PAN) \_\_\_\_\_ has been submitted.

VIII. We agree to abide by all the terms and conditions mentioned in this form issued by the Procuring entity  
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: \_\_\_\_\_

*[Handwritten signatures and initials]*



**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**ANNEXURE-5: BIDDER'S AUTHORIZATION CERTIFICATE**

{to be filled by the bidder}

To,  
The Director,  
Secondary Education, Rajasthan,  
Bikaner (Rajasthan)

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 Tender/ NIT No: Shivira-Sec/Accounts/D-2/28011/23-24 Date. ....

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:



**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**ANNEXURE-6: DECLARATION by the Bidder (Self-Declaration no Blacklisting)**  
{to be filled by the bidder}

In relation to my/our Bid submitted to..... for procurement of I.T Equipment Item..... in response to their Notice Inviting Bids No. Shivira-Sec/Accounts/D-2/28011/23-24 Date. .... I/we hereby declare under Section 7 and 11 of Rajasthan Transparency in Public Procurement Act, 2012 Rule 2013 and G.F.& A.R. Rules as:-

- a. I/we are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
- d. I/We have not been debarred under Section 46 of RTPP Act.
- e. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement and this Bidding Document which materially affects fair competition.
- f. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document till completion of all our obligation under the Contract.

Date:

Place:

Designation:

Address:

Signature of bidder  
Name:



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[Handwritten signature]



**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

{to be filled by the bidder}

To,  
The Director,  
Secondary Education, Rajasthan,  
Bikaner (Rajasthan)

NIT No: Shivira-Sec/Accounts/D-2/28011/23-24 Date. ....

**CERTIFICATE**

This is to certify that, the specifications of Supply Of IT Equipment. 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 Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions 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 Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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



*[Handwritten signature]*

**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**ANNEXURE-8: MANUFACTURER'S AUTHORIZATION /Authorized Dealer of I.T. Equipment**

(Indicative Format of MAF/Authorized Dealer)

Note:- Bidder should be MAF/Authorized dealer one or more than one I.T. Items.

NIB No.: Shivira-Sec/Accounts/D-2/28011/23-24

Date. ....

To,  
The Director,  
Secondary Education, Rajasthan,  
Bikaner (Rajasthan)

**WHEREAS**

we, who are official manufactures / Authorized Dealer of \_\_\_\_\_ having Office at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods. manufactured/Authorized dealer by us and to subsequently negotiate and sign the Contract:

We hereby extend our full guarantee in accordance with the General Conditions of Contract, with respect to the IT Equipment offered by the above firm in reply to this Invitation for Bids.

Name

In the capacity of:

Signed

Duly authorised to sign the Authorisation for and on behalf of

Tel: Fax: e-mail

Date

**ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF IT Equipment**

{to be filled by the bidder of IT Equipment }

To,  
The Director,  
Secondary Education, Rajasthan,  
Bikaner (Rajasthan)

Reference: Shivira-Sec/Accounts/D-2/28011/23-24 Date. ....

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

We hereby undertake that all the components/ parts/ assembly used in the IT Equipments shall be genuine, original and new components /parts/ assembly from respective OEM/AUTHORISED DEALERS of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly are being used or shall be used.

In case, we are found not complying with above at the time of delivery of IT Equipment already billed, we agree to take back the IT 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 BS/ SD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:





**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**Annexure-10 Land Border Country Declaration**

*(To be executed on company/firm letter head)*

Name of Bidder \_\_\_\_\_ NCB/ICB Number \_\_\_\_\_ Page \_\_\_ of

Item	Description of Supply, IT Equipment	Country of Origin

I/We have read the 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 regarding Provisions for Procurement from a Bidder which shares a land border with India. We certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is

i. not from such a country

or

ii. if from such a country of supply of finished goods from such a country has been registered with the Competent Authority as specified in Rule 13 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 of RTPP Rules. (Evidence of Valid registration by the Competent Authority shall be attached).

Name: [insert complete name of person signing the bid]  
in the capacity of [ insert legal capacity of person signing the bid]

Signed:

Date:

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**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**Annexure-11 Contractual Experience**  
(To be executed on company/firm letter head)

I/We.....[Name of firm/company].....do hereby certify that we have supplied.....[Name of I.T. Equipment Item] as per details given below for Last 3 financial years (2020-21 2021-22 and 2022-23)

S.N.	Order placed by (Government Department/Offices/PSUs etc. name, address and phone number)	Order Number and Date  Copy attached (Yes/No)	Date of Delivery		Supply Report Attached (Yes/No)
			As Contract	per Actual	

Or [Use only one form]

Contractual Experience	
Contract No.....of .....	Contract identification
Award Date	Completion Date
Role in Contract	Manufacturer Supplier
Total Contract Amount	INR
Procuring Entity's name Address Telephone/Fax Number  E-mail	
Description of the Similarity in Accordance (Evaluation and Qualification Criteria for Least Cost Method)	

*[Signature]*

*[Signature]*

*[Signature]*



**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**Annexure -12 Average Annual Turnover (Size of Operation)**

*(To be executed on company/firm letter head-Self attested)*

The average gross turnover of M/s.....[Name of the firm/ company] .....and address.....For the last audited are given below and certified that the statement is true and correct as per the book of records of the above-mentioned firm and through online certificate number.....[Mention certificate number].....

Annual Turnover for the Preceding.....[ Last 3 financial years (2020-21 2021-22 and 2022-23)	
Years	Turnover in lakhs (INR)
2020-21	
2021-22	
2022-23	
Total Turnover in INR Lakhs	
Average Annual Turnover in INR Lakhs	

[Note: Turnover for the current financial year can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document.]  
Registered No. of Chartered Accountant/Firm shall be mentioned here.....

Date

Signature of the Bidder

Signature of auditor/Seal

Chartered Accountant (Name and address)..... [Insert complete name and address of Chartered Accountant/Firm].....

UDIN.....

Telephone Number.....

Mobile Number.....

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**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**ANNEXURE-13: FINANCIAL BID Submission Sheet**

{on bidders letterhead}

Date:

NIB No.: Shivira-Sec/Accounts/D-2/28011/23-24

Date: .....

To,  
The Director,  
Secondary Education, Rajasthan,  
Bikaner (Rajasthan)

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document:
- b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule in RFP.
- c) The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in Annexure-11.
- d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bidding process or execution of the Contract:

Name of Recipient:

Address:

Reason:

Amount:

(If none has been paid or is to be paid, indicate "none.")

- e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- g) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- h) Other comments, if any:

Name/ address: .....

In the capacity of  
Signed

Duly authorised to sign the Bid for and on behalf of

Date: .....

Tel: .....

Fax: ..... e-mail: .....



**ANNEXURE-14 : PRICE BID (on e-Proc website)for IT Equipment:  
Bill of Quantities (BOQ)**

Tender Inviting Authority: Director Of Secondary Education, Rajasthan Bikaner	
Name of Work: Supply of IT Equipment 1. UPS 1.0 KVA 6.24 Port PoE L2 Gigabit Managed Switch	
NIT No: Shivira-Sec/Accounts/D-2/28012/23-24	Date: .....
Bidder Name:	
<b>PRICE SCHEDULE</b>	

S.No.	Item Description	Basic Price (Per unit) in Rs.	All other Charges with freight & TRC Charges Excluding GST (Per Unit) In Rs.	Total cost with GST (Per Unit) in Rs.
1	2	3	4	5
1	Supply of 2. (v) UPS 1.0 KVA as per annexure-2 of RFP. (Quantity 318)			

Note:- The Rates Shall be Filled up Separately in given format on e-procurement portal with Financial Bid.



*[Handwritten signature]*



**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**FORMAT (MODEL)**

**ANNEXURE-15: DRAFT PERFORMANCE BANK GUARANTEE**

{to be submitted by the bidder's bank}

(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 Bikaner/Jaipur in Rajasthan)

To,  
The Director,  
Secondary Education, Rajasthan,  
Bikaner (Rajasthan)

In consideration of the Directorate of Secondary Education, Bikaner (hereinafter called "Department") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....Date .....made between the Department through Director Secondary Education, Rajasthan, Bikaner and ..... (Contractor) for the supply of Complete IT Equipment s 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 Department an amount not exceeding Rs.....(Rupees.....only) on demand.

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 Department. Any such demand made on the bank by the Department 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 Department and We..... (Indicate the name of Bank), bound ourselves with all directions given by Department regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

We.....(indicate the name of Bank), undertake to pay to the Department 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.

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 Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Department 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.

We .....(indicate the name of Bank) further agree with the Department that the Department 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 Department 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 Department or any indulgence by the Department 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.

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).

*h*

*h. acc.*

**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Department in writing.

This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Department. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

It shall not be necessary for the Department 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 Department may have obtained or obtain from the contractor.

We ..... (indicate the name of Bank) verify that we have a branch at Bikaner. We undertake that this Bank Guarantee shall be payable at any of its branch at Bikaner/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.

We hereby confirm that we have the power(s) to issue this guarantee in your favour 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.

The Bank guarantee shall remain valid up to 30 days beyond completion of the contract period.

Date.....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 Director, Secondary Education, Rajasthan Bikaner

Signature  
(Name & Designation)



Handwritten signature in blue ink.

**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**FORMAT**

**ANNEXURE-16: DRAFT AGREEMENT**

{to be signed by selected bidder and procuring entity}

1. An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (herein after called "the Supplier"), Which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/Director of Secondary Education Rajasthan Bikaner [name of Procuring Entity if other than a department of the State Government ] (herein after called " the procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
  2. Whereas the successful Bidder has agreed with the Government to supply of Complete IT Equipment in the manner set forth in the terms & conditions of the bidding document appended herewith and at the rates set forth in the said annexure-I I.
  3. And whereas the successful Bidder has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) through the Bank Guarantee no. \_\_\_\_\_ Date \_\_\_\_\_ (Name of bank with branch: \_\_\_\_\_).
  4. Now these Presents witness:
    - a. In consideration of the payment to be made by the Director Of Secondary Education, Bikaner (Rajasthan) Treasury at the rate set forth is approved by the purchase committee and hereto appended the successful Bidder will supply of Complete IT Equipment effective way and thereof in the manner set forth in the condition of the tender and contract.
    - b. The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the open tender and Contract, addendum, Technical Bid, Negotiation, counter offer and Financial Bid along with their enclosures enclosed with the Tender Notice NIT No: Shivira-Sec/Accounts/D-2/28011/23-24 Date. .... and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
    - c. The Letter of acceptance Shivira-Sec/Accounts/D-2/28011/23-24 Date. .... issued by the Government and appended to this agreement shall also form part of this agreement.
    - d. In consideration of the payment to be made by the concerned Director Of Secondary Education, Bikaner (Rajasthan) in accordance with the directions mentioned in the tender document on submission of bills after completed supply of IT Equipment.
    - e. The Bidder will not be entitled for the start of first payment unless the Bidder has supply of Complete IT Equipment as mentioned in this RFP.
  5. Penalties and termination due to non-fulfilment of contract and other, if any, shall be as per terms & conditions of the tender document.
  6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the ACS/ Principal Secretary/Secretary, secondary education department Rajasthan, Jaipur. and the decision of the secretary education shall be final.
- In witness whereof the parties hereto have set their hands on the \_\_\_\_\_ day of \_\_\_\_\_ (Year).

Signature of the successful Bidder		Director, Secondary Education Rajasthan, Bikaner
Designation:		Signature Designation:
Date:		Date:
Witness No.1		Witness No.1
Witness No.2		Witness No.2



**DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER**

**ANNEXURE-17: Technical Bid Submission Sheet**

NIB No.: Shivira-Sec/Accounts/D-2/28011/23-24

Date: .....

Alternative No., if permitted:

To,  
The Director,  
Secondary Education, Rajasthan,  
Bikaner (Rajasthan)

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document, including Addenda No.:  
We offer to supply in conformity with the Bidding Document and in accordance with the Supply, the IT Equipment and Related Services;
- b) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 2.5 percent of the Contract Price or Performance Security Declaration for the due performance of the Contract;
- d) Our firm, including any subcontractors or Bidders for any part of the Contract, have nationalities from the eligible countries;
- e) We are not participating, as Bidders, in more than one Bid in this bidding process in the Bidding Document;
- f) Our firm, its affiliates or subsidiaries, including any subcontractors or Bidders has not been debarred by the State Government or the Procuring Entity;
- g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
- j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and GF&AR and this Bidding Document in this procurement process and in execution of the Contract;
- k) Other comments, if any

**ANNEXURE-18: Detail of Service Centre (IT Equipment)**

1. The list of districts are as under:

S No.	District Name	Address of Service Centre	Mobile Number of Service Centre	E-mail
1.	Jaipur			
2.	Jodhpur			
3.	Ajmer			
4.	Bikaner			
5.	Kota			
6	Bharatpur			

*[Handwritten signature]*

*[Handwritten signature]*