



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004
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Ref. No. : F-13(117)/RSPCB/ITS/2022-23/ *R92* Date : *08/03/2023*
Bid No. : RSPCB/ITS/2023/01

INVITATION FOR BIDS (IFB)

Name & Address of the Procuring Entity	Member Secretary, Rajasthan State Pollution Control Board (RSPCB) Address: 4, Institutional Area, Jhalana Doongri, Jaipur-302004
Name & Address of the Project Officer In-charge (POIC)	Name : Rajneesh Jain, SEE, RSPCB Address : 4, Institutional Area, Jhalana Doongri, Jaipur-302004 Email : acp.rpcb@rajasthan.gov.in
Subject Matter of Procurement	For Supply, Installation, Commissioning and Maintenance of Online UPS at RSPCB
Bid Procedure	Online through E-Procurement Portal Two-stage: Technical bid & Financial bid
Bid Evaluation Criteria (Selection Method)	Item wise Least Cost Based Selection (LCBS)-L1
Website for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites http://environment.rajasthan.gov.in/rpcb http://sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in
Estimated Procurement Cost	Rs. 50 Lacs
Manner, Place, Start & End Date for the submission of Bids	Manner: E-Tender. Received online on e-procurement portal http://eproc.rajasthan.gov.in Start Date : 09/03/2023, 12:15 P.M. End Date : 29/03/2023, 04:00 P.M.
Date/ Time/ Place of Technical Bid Opening	Date & Time: 29/03/2023, 05:00 P.M. Place: 4, Institutional Area, Jhalana Doongri, Jaipur-302004
Financial Bid Opening Date/ Time	Will be intimated to the technically qualified bidders.
Bid Validity	90 days from the bid submission deadline
Tender Fee	Rs. 1000/- (Non Refundable)
RISL Processing Fee	Rs. 1000/- (Non Refundable)
Earnest Money	Rs. 100000/- (Refundable)
Date/ Time/ Place of submission of Original DD/Bankers Cheque of tender fee, RISL Processing Fee, Earnest Money	Date & Time: upto 29/03/2023 05:00 P.M. Place: 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Note:

1. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
2. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
3. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
4. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.


Member Secretary

CHAPTER 1: SCOPE OF WORK

1. **Supply, Installation, Commissioning and Maintenance of Online UPS at RSPCB, Jaipur:**

a) **The successful bidder shall**

- i. Supply the hardware (including installation materials/ accessories/ consumables necessary for the installation of the systems) as specified in the Bill of Material (Annexure 1) as per the Technical specifications (Annexure 2) of RFQ, at locations as mentioned at Annexure 13 where tendered equipment shall be supplied/ installed and onsite warranty is to be provided.
- ii. Supply all the software with genuine OEM license(s) under the name of RSPCB.
- iii. The supplied items should be under 3 year comprehensive onsite warranty support for all items including Batteries.

b) **Installation, Integration, Testing and Commissioning-**

- i. Installation, integration and commissioning of the hardware at locations mentioned at Annexure 13.
- ii. Obtain installation and commissioning certificate (Sign-Off) of the complete work from nodal officer of the project.
- iii. System Integrator (SI) shall be responsible for end-to-end implementation and shall quote and provide/supply the items that may not be included in the bill of materials but required for installation / integration of the equipment. Purchaser shall not pay for any such items, which have not been quoted by the SI in the bid but are required for successful completion of the project.
- iv. All the functionality, features and configuration relevant for the equipment shall be demonstrated/ documented to the user/purchaser at the time of installation.
- v. The SI shall configure all the equipment for end-to-end user access to applications/services.

c) **Documentation:**

Provide technical documentation with equipment supplied. The technical documentation should include technical manuals and operation manuals for the commissioned hardware.

2. **Maintenance support services**

Comprehensive onsite warranty : The successful bidder shall

- I. Provide comprehensive onsite warranty for a period of 3 year from the date of completion of installation / integration of the supplied products/services/items as given in the bid document. This involves comprehensive maintenance of all component covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares part, updating, security alerts and patch uploading etc. to make the system operational.
- II. Provide system software updates, patches etc. for a period of 3 year from the date of successful installation & integration for all the items of this NIT /Tender without any extra cost to the purchaser.

- III. Ensure that adequate spares are retained at all times to meet onsite warranty/support requirements. The SI shall also undertake to provide spare support for entire duration of the contract after the integration of the equipment.
- IV. Provide troubleshooting of problems which arise and resolve the same
- V. Provide a standby system of similar or higher configuration when the fault is not rectifiable and repair the hardware during warranty period.

3. **Support Services:**

The support services would be required during warranty period after successful commissioning of hardware and deployment of technical services to perform the following activities which would include but not be limited to the following:

Technical & Operational Support

- Technical support service shall be available 24 X 7 X 365 over telephone.
- Technical services should always be provided within 24 hrs. at client department on demand in case of any problem otherwise it would be considered as a breach of SLA. The detailed SLA has been given at chapter-3.
- Maintenance and up-keeping of Hardware
- 2 mobile numbers for technical support should always be present with the Nodal officer.

Help Desk Support

- Provide Telephonic support to various queries raised by the RSPCB, Jaipur
- Explaining the process / procedure to be followed by the Users over telephone
- If the problem is not resolved telephonically, then onsite technical support shall be provided.

4. **Time Schedule:** The successful bidder is expected to carry out all work for Supply, Installation including documentation, coordination with RSPCB and other stakeholders of the project. Certain key deliverables are identified for each of the milestones, which are mentioned hereunder. However, bidder should take approval of templates of all the reports from RSPCB before submission of deliverable to purchaser.

Milestone-1: Supply, Installation, Integration and commissioning of Hardware – 45 days from the date of placement of order (excluding Work Order Date)

S.No.	Event	Deliverables	Timelines
1	Supply, Installation, Integration and commissioning of hardware	1. Installation, Commissioning as per BOM, to be approved by RSPCB. 2. Complete set of Technical/ Operation/ Maintenance Manual.	Within 45 days from the date of work order.

CHAPTER 2: BIDDING PROCESS

A. Bid and Bidding Documents

1) Clarifications to the Bidding Document

- a) If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the NIT. Clarification and doubts may be asked upto ... 15/03/2023 05:00 P.M.
- b) The law relating to procurement "The Rajasthan Transparency in Public Procurement Act 2012" (herein after called the RTPP Act) and the "The Rajasthan Transparency in Public Procurement Rules 2013" (herein after called the RTPP Rules) is available on the website <http://sppp.raj.nic.in>. Therefore, the bidders advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. **If there is any discrepancy between the provision of the Act and the Rules and this bidding document, the provisions of the Act and the Rules shall prevail. The Bidders have to comply with the provisions of the Act and the Rules as amended time to time.**

2) Amendment of Bidding Document

- a) At any time prior to the deadline for submission of the bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addendum or by issuing a modified RFQ.
- b) Any Corrigendum/ Addendum issued shall be a part of the Bidding document but shall have overriding effect on original clause of this RFQ. Corrigendum will be published on the website <http://environment.rajasthan.gov.in/rpcb>, <http://sppp.raj.nic.in> and <http://eproc.rajasthan.gov.in>. Bidders should look on these website regularly for updates, details related to the bid.
- c) To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

3) Submission and Opening of Bids

I. Documents comprising the Bid

- a) Bid will be two stage bid (i) Technical bid (ii) Financial bid
- b) Bid will be submitted online through e-procurement portal. No offline bid will be accepted in any case. Only documents uploaded with online bid will be included in bid evaluation. No document will be accepted offline except original DD of applicable fee. All the received online bids and original DD of applicable fee upto stipulated date and time will be evaluated as per the terms and conditions of the bid.
- c) Technical bid shall include the following documents. Digitally signed scanned documents will be uploaded on e-procurement portal: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Technical Bid	Annexure-12 On bidder's letter head duly signed by authorized signatory
2.	EMD	Scanned copy of DD/ Banker's Cheque will be uploaded on e-proc portal and original will be submitted in the Board office before the final date and time of bid submission.
3.	Tender Form	As per Annexure-4
4.	Bidder's Authorization Certificate	As per Annexure-5
5.	Certificate of Conformity/ No-Deviation	As per Annexure-6
6.	Manufacturer's Authorisation Form (MAF)	As per Annexure-7
7.	Undertaking of Authenticity of Equipments	As per Annexure-8
8.	Photocopy of PAN Card of Bidding entity.	
9.	Photocopy of GST Registration of Bidding entity.	
10.	CA certified (with UDIN No.) copy of Balance Sheet, P&L account and Trading account Statement for last 3 years. CA certified (with UDIN No.) Average Turnover certificate of last 3 years i.e. 2019-20, 2020-21 & 2021-22. Please Note : The Bidder must have completed 5 years in the same business and having a average turnover of Rs. 2 crore or more in last 3 years i.e. 2019-20, 2020-21, 2021-22.	
11.	Photocopy of IT return of last 3 years.	
12.	Document related to successful completion of bids of Govt. / Semi Govt./ PSU. Please Note : The bidder must have completed 3 Bids of Rs 20 lakhs or more each of similar nature of current bid successfully in last 2 year to any Government/Semi Government / PSU. Bidder must enclose the documents in this regard with the technical bid.	
13.	Self Declaration for Financial Bid	Annexure-9 On bidder's letter head duly signed by authorized signatory

- c) Financial bid** : - As per Annexure-10 (Financial bid must be uploaded on e-procurement portal in prescribed BoQ. Manual Bid will not be accepted and bid will be rejected)
- d) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the online 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.

II. Earnest Money Deposit (EMD) and other applicable fee.

- a) Every bidder, if not exempted, participating in the bidding process must furnish the required earnest money deposit and other fee as specified in the Notice Inviting Tender (NIT).
- b) Government of Rajasthan and Union Government undertakings, corporations, companies; autonomous bodies managed or owned by Government are not required to submit the EMD. Scanned Copy of DD of EMD or Certificate that the bidder is a Government undertaking/ Corporation/ Company/ autonomous body as mentioned above shall necessarily accompany the online bid without which the bid shall be rejected forthwith.
- c) For the S.S.I. units of Rajasthan will have to pay only 25% of the prescribed EMD i.e. Rs. 25000/- as EMD. And Security Deposit shall be @1% of the total agreed/ ordered project cost.
- d) For the sick industries, other than SSI Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, will have to pay only 50% of the prescribed EMD i.e. Rs. 50000/- as EMD. And Security Deposit shall be @ 2% of the total agreed/ ordered project cost.
- e) EMD of a bidder lying with RSPCB in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.
- f) Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder, the EMD, if feasible, may also be adjusted in arriving at the amount of the SD.
- g) Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
 - i. When the bidder withdraws or modifies his bid proposal after opening of bids.
 - ii. When the bidder does not execute the agreement after placement of order within the specified time.
 - iii. When the bidder fails to commence the supply of the goods and service as per purchase / work order within the time prescribed.
 - iv. When the bidder does not deposit the security deposit after the purchase/ work order is placed.
 - v. To adjust any dues against the firm from any other contract with RSPCB.
- h) **The EMD shall be in form of DD/ bankers Cheque of scheduled bank drawn in favour of “ Member Secretary, Rajasthan State Pollution Control Board” payable at “Jaipur”, RISL’s online Processing fees shall be in form of DD/ bankers Cheque of scheduled bank drawn in favour of “ RISL” payable at “Jaipur”, and Tender fee in form of DD/ bankers Cheque of scheduled bank drawn in favour of “ Member Secretary, Rajasthan State Pollution Control Board” payable at “Jaipur” shall be submitted in the Head Office of Rajasthan State Pollution Control Board upto the date and time of final submission of bid failing which Bid shall not be considered.**

III. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IV. **Language of Bids**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

V. **Bid Prices**

- a) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. Revision of any tax or duty or charges shall be on account of the bidder.
- b) All the prices should be quoted only in Indian Rupees (INR) Currency.
- c) All rates quoted must be FOR destination/ site including installation where the equipments are to be installed.
- d) The prices quoted by the Bidder in the Financial/ Commercial bid shall confirm to the requirements specified therein.
- e) The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price. Discounts of any type, indicated separately, will not be taken into account for evaluation purposes.
- f) The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the tendering authority. This shall not in any way limit the tendering authority's right to contract on any of the terms offered: -
 - i. For goods offered from within/ outside the country.
 - ii. For related services whenever such related services are specified in the bidding document.

VI. **Period of Validity of Bids**

- a) **Bids shall remain valid for the period of 90 days from the last date of bid submission.** A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid.

VII. **Format and Signing of Bid**

- a) **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 confirmation as specified in the bidding document and shall be attached to the bid.

- b) Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- c) The bid, duly signed by Auth. Signatory, should be submitted in respective file/format.
- d) Digitally signed scanned documents will be uploaded on e-procurement portal.

VIII. **Sealing and Marking of Bids**

- a) Bid will be submitted only on line through e-procurement portal.

IX. **Deadline for the submission of Bids**

- a) Bids must be submitted by the bidders ONLINE and not later than the date and time indicated in the NIT.
- b) The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

X. **Bid Opening**

- a) The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- b) The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- c) The Tendering authority 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 EMD and other applicable fee. The bidder's representatives who are present shall be required to sign the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.
- d) Only "Technical Bid" shall be opened first. The "Financial Bid" shall be kept intact and safe and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

4. **Evaluation and Comparison of Bids**

I. **Selection method**

The selection method is item wise least cost based (L1). The eligible bidders whose bids are determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified, and shall be informed in writing about the date, time and place of opening of their financial bids.

II. **Guiding Principle for Evaluation of Bids**

- a) The tendering authority 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 of the proposed solution submitted by the bidder.

III. **Determination of eligibility and responsiveness** – will be decided as per the provisions of RTPPA Act 2012 and Rules thereto.

5. **Conflict of Interest**

- a) RSPCB considers a conflict of interest 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. In pursuance of RSPCB's Procurement Ethics requirement that

bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, RSPCB will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.

- b) A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/ RFQ for the procurement of the goods and services that are the subject matter of the bid.
- c) It may be considered to be in a conflict of interest with one or more parties in the bidding process if
 - i. they have controlling shareholders in common; or
 - ii. it receives or have received any direct or indirect subsidy from any of them; or
 - iii. they have the same legal representative for purposes of the Bid; or
 - iv. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

6. Disqualification

Tendering authority 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 EMD or the Bidder's authorization certificate/ Power of Attorney.
- iii. Has imposed 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 EMD.
- 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.

7. Evaluation of Financial Bids

- a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The process of opening of financial bids/ covers shall be similar to that of technical bids.
- c) The names of the firms and the rates given by them shall be read out and recorded.
- d) To evaluate a bid, the tendering authority shall consider the following: -
 - i. the bid price as quoted in accordance with bidding document.
 - ii. price adjustment for correction of arithmetic errors in accordance with bidding document.

- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

8. Correction of Arithmetic Errors

Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors 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 tendering authority 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

9. Comparison of bids and determination of the best value bid

The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFQ.

10. Margin of Preference/ Price Preference

No margin of preference/ price preference shall be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan.

11. 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 officially concerned with such process until publication of the Contract award.
- b) Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c) From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

13. Clarification of Bids

- a) To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing.
- b) Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.
- c) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

14. Negotiations

- a) As a general rule, negotiations after opening of financial bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as: -
 - i. when ring prices have been quoted.
 - ii. When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.

- b) Negotiations shall not make original offer of the bidder ineffective.
- c) Negotiations shall be conducted with the best value bidder only and by an information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency, the tender sanctioning authority may reduce the notice period for negotiations provided the bidder receives the information regarding holding negotiations.
- d) In case the best value bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning authority may decide to make a written counter offer to the best value bidder. If the best value bidder does not accept the counter offer given by the authority, the authority may recommend rejecting the bid or may repeat the process to make the same counter offer to second best value bidder and so on to third, fourth best value bidder, etc. till a bidder accepts it.

15. Tendering authority's Right to accept/ Reject any or all of the Bids

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

B) Award of Contract

1. Acceptance of the Tender/ Bid and Notification of Award

- a) Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.
- b) The tendering authority shall award the Contract to the bidder whose proposal/ bid has been determined to be the best value bid.
- c) Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- d) As soon as a bid is accepted by the tendering authority, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LOI) may be sent in the meanwhile. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed security deposit within 15 days from the date of issue of acceptance. The successful bidder has to bear the cost of non-judicial stamp paper which must be purchased within the state of Rajasthan only. The time limit for this purpose may be extended by the purchasing authority at its sole discretion.
- e) The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.

2. Right to Vary Quantities

- a) At the time the Contract is awarded, the quantity of Goods and Related Services originally specified in the bidding document may be increased or decreased, provided this change does not exceed the limits/ ceilings of minimum and maximum quantity, if any, indicated in the bidding document, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.

- b) Unless otherwise specified in the bidding document, if the order is placed upto 25% in excess of the quantities, the bidder shall be bound to meet the required supply.
- c) Repeat orders may also be placed with the consent of the contractor/ supplier on the rates and conditions given in the bidding document provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply (i.e., delivery) and that the original order was given after inviting open tenders/ bids. The delivery/ completion period will also be proportionately increased.
- d) If the tendering authority does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.

3. Security deposit (SD)

- a) Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Security Deposit (SD) in accordance with the provisions under the "General Terms & Conditions" of the Contract as mentioned in this bidding document.
- b) Failure of the successful bidder to submit the aforementioned SD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

4. Reservation of Rights

To take care of unexpected circumstances, RSPCB shall reserve 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.
- 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 RSPCB 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.

C. Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority 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 tendering authority 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 tendering authority through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

D. Re-invitation of Tenders/ Bids

- a) Re-invitation of bids would generally be avoided by the tendering authority.
- b) However, in case, higher prices than prevalent market rates have been received in the bidding process or considerable changes in specifications, terms and conditions are required to be made as a result of discussion or otherwise, re-invitation of bids shall be done.

CHAPTER 3: OTHER TERMS AND CONDITIONS

A) General Conditions of the Bid

1) Contract Documents

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

2) Interpretation

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

3) Language

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

4) Eligible Goods and Related Services

- a) For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation and maintenance.
- b) Bids for all articles/ goods offered against in the Bill of Material (BoM) should be produced in volume and used by a large number of users in India/ abroad. Products quoted by the successful/ selected bidder must be associated with specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.

- c) The OEM/ bidder of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- d) The OEM/ bidder of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause "Eligible goods and related services".
- f) The OEM/ bidder of the quoted product whose equipments are being quoted shall have Technical Support/ Assistance Center to provide 24x7 support over Toll Free numbers as well as web-based support.

5) Notices

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

6) Governing Law

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

7) Scope of Supply

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

8) Delivery & Installation

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

9) Supplier's/ Selected Bidder's Responsibilities

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

10) Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected

Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

11) Contract Price

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

12) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, damages/penalties, short supply, breakage, rejected articles/items shall be made ordinarily from bills. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damages or for rejected articles unless these are replaced satisfactorily.
- b) In case of failure to withhold or deduct any amount, it shall be recovered from his dues and Security deposit (PSD) available with RSPCB.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

13) Taxes & Duties

- a) The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.
- c) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- d) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

14) Security Deposit (SD)-

- a) In case of successful/selected bidder, the EMD may (if desired by the bidder) be adjusted in arriving at the amount of the SD.
- b) The successful/ selected bidder shall, within fifteen (15) days of the notification of Contract award, provide a SD for the due performance of the Contract in the amounts and currencies specified in the work order.
- c) **The successful bidder shall deposit security deposit @ 2.5% of the total order value, valid for a period of three months more then entire warranty period.**
- d) The proceeds of the SD shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder failure to complete its obligations under the Contract.
- e) Form of SD: SD in the form of cash will not be accepted. It may be deposited in the form of Bank Draft or Banker's Cheque or Bank Guarantee in favour of "Member Secretary, Rajasthan State pollution Control Board" payable at "Jaipur".
- f) Refund of SD: The SD shall be refunded after three month of the expiry of the contract period (warranty period).
- g) Forfeiture of SD: SD shall be forfeited in the following cases: -

- i. When any terms and condition of the contract is breached.
 - ii. When the Supplier/ Selected Bidder fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order/SLA.
 - iii. To adjust any dues against the firm from any other contract with RSPCB.
- h) No interest will be paid by RSPCB on the amount of EMD, SD and PSD.
 - i) Proper notice will be given to the Supplier/ Selected Bidder with reasonable time before EMD/ SD/PSD is forfeited.
 - j) Forfeiture of EMD/ SD/ PSD shall be without prejudice to any other right of RSPCB to claim any damages as admissible under the law as well as to take such action against the Supplier/ Selected Bidder such as severing future business relation or black listing, etc.

15) Confidential Information

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

16) Sub-contracting

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

17) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be

of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied confirms to the specifications shall be final and binding on the supplier/ selected bidder.

b) **Technical Specifications and Drawings**

- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
- ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

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

18) Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

19) Insurance

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

20) Transportation

- a) The obligations for transportation of the Goods shall be in accordance with the commercial terms specified in the bidding document.
- b) The supplier/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- c) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

21) Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

22) Testing charges

Testing charges shall be borne by the Government. In case, urgent testing is desired to be arranged by the supplier/ bidder/ selected bidder or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the supplier/ bidder/ selected bidder.

23) Rejection

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

24) Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to CMC giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to

maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

- ii. The CMC shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the RSPCB was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RSPCB as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If RSPCB is in need of the good rendered after expiry of the stipulated delivery period, it may accept the goods and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed / delayed to supply or complete :

No.	Condition	LD %
a.	Delay up to one fourth period of the prescribed period of commissioning of the system	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of commissioning of the system	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of commissioning of the system	7.5 %
d.	Delay exceeding three fourth of the prescribed period of commissioning of the system	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10%.

25) Warranty

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

- b) The supplier/ selected bidder should further warrant that the goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.
- c) The comprehensive OEM on-site warranty shall remain valid for three years from the date of the last installation. The warranty on software media should be at least 90 days.
- d) The supplier/ selected bidder/ OEM would give comprehensive onsite warranty/guarantee that the goods/ stores/ articles including machinery and equipment would continue to conform to the description and quality as specified for the period as mentioned the clause (c) above from the date of delivery & installation of the said goods/ stores/ articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/ stores/ article, if during the aforesaid period, the said goods/ stores/ articles be discovered 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), the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/ articles/ stores will be at the supplier's/ selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The supplier/ selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the supplier/ 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.
- e) The warranty of the equipments covered shall start from the date of last installation. However, if delay of installation is more than a month's time due to the firm's own reasons, the warranty shall start from the date of last successful installation of the items covered under the PO.
- f) The Purchaser shall give Notice to the supplier/ selected bidder stating the nature of any defects.
- g) Upon receipt of such Notice, the supplier/ selected bidder shall, within the period specified in SLA repair or replace the defective goods or parts thereof, at no cost to the Purchaser.
- h) If having been notified, the supplier/ selected bidder fails to remedy the defect within the period specified, the Purchaser may proceed to take within a the period defined in SLA such remedial action as may be necessary, at the supplier's/ selected bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the supplier/ selected bidder under the Contract.

26) Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
 - i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither

any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

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

27) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

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

28) Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

29) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RSPCB, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RSPCB, the RSPCB may take the case with the supplier/ selected bidder on similar lines.

30) Change Orders and Contract Amendments

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

31) Termination

a) Termination for Default

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

- d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RSPCB terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

RSPCB may at any time terminate the Contract by giving Notice to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RSPCB.

c) Termination for Convenience

- i. RSPCB, by a Notice sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within Twenty Eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

32) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and RSPCB during the execution of a contract, it should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the Chairperson of the Board and decision of the chairperson will be final for all.
- c) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the Jaipur, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

B) Payment Terms and Schedule:

SNo.	Event	Deliverables	Payment
1	Delivery of 100% items as per given purchase order and after the acceptance of the store.	Delivery (with duly acknowledged original delivery challan(s) & invoice(s)).	100% of total Purchase value.
3	Satisfactory performance of all items during warranty period as per given purchase order.	Certificate from Nodal Officer, RSPCB for satisfactory warranty services for entire warranty period	Release of SD

- a) In case, if the site is not made available for installation of supplied items during the period of delivery and installation as given in the bidding document, then the bidder would request purchaser in writing accompanied by "Site Not Ready" certificate duly sealed & signed from the Nodal Officer of client department for payment.
- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- c) Payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

C) Special Conditions of the Bid

33) Eligibility conditions for the Bidder:

- a. The Bidder must have completed 5 years in the same business and having a average turnover of Rs. 2 crore or more in last 3 years i.e. 2019-20, 2020-21, 2021-22.
- b. The bidder must have completed 3 Bids of Rs 20 lakhs or more each of similar nature of current bid successfully in last 2 year to any Government/Semi Government / PSU. Bidder must enclose the documents in this regard with the technical bid.

34) Service Level Standards/ Requirements/ Agreement

- a. The successful bidder shall ensure that adequate regular supply of spare parts needed for the goods supplied and installed.
- b. The warranty of the equipments covered shall start from the date of last installation. However, if delay of installation is more than a month's time due to the firm's own reasons, the warranty shall start from the date of last successful installation of the items covered under the PO. The successful bidder, if facing any problem in installation, will immediately inform RSPCB in writing to resolve the issue.
- c. RSPCB shall notify the successful bidder stating the nature of any defects.
- d. Upon notification, the successful bidder shall, within the period specified in the SLA, expeditiously repair or replace the defective goods or parts thereof, at no cost to the Purchaser.
- e. If having been notified, the successful bidder fails to remedy the defect/defects within the period specified, the Purchaser may proceed to take within a reasonable period (as defined in the SLA) such remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the successful bidder under the Contract.

- f. RSPCB may lodge complaints by any mode i.e. phone, e-Mail, fax. Successful bidder shall provide a complaint/ ticket number for each complaint and resolve the problem. Log of all complaints and its resolving time shall be maintained by the successful bidder (also defined in the SLA).
- g. Nodal officer, who in turn will be assigned the task of lodging a complaint regarding hardware through email/phone/fax to authorized person/helpdesk and will obtain a complaint number. The same will be recorded in a complaint register maintained at the level of the nodal officer having atleast following fields (S.no., item name, serial no., date of complaint, complaint no. call attend date and time, call resolved date and time, signature of nodal officer, customer engineer and nature of the complain.
- h. If the complain is not resolved in the prescribed time (as defined in the SLA), then the nodal officer shall contact RSPCB for taking up the issue with the successful bidder.

35) **Penalties for non-achievement of SLA Requirement:**

The selected bidder has to meet the service level norms, as defined below, failing which the Successful Bidder is liable to be penalized:

Sr. No.	Period	Penalty
1.	First 48 hrs.	Nil
2.	First seven days after Sr. no. 1.	@ Rs. 100/- per day per item
3.	Day 8- Day 15 After Sr. no. 2	@ Rs. 300/- per day per item

After completion of 15 days from the date of filing of complaint, RSPCB, Jaipur would be free to get it repaired through open market at cost of supplier. In addition to above, RSPCB is free to take appropriate action regarding forfeiture of SD and blacklisting of the firm.

ANNEXURE-1

BILL OF MATERIAL (BoM)

S. No.	Product Descriptions	Quantity	Estimated Rate	Total Estimated Cost
1.	UPS 40 KVA	05	10,00,000	50,00,000

ANNEXURE-2 - TECHNICAL SPECIFICATIONS & TECHNICAL BID FORMAT

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

S. No.	Parameter	Minimum Specification	OEM Compliance (Yes/No)
1	OEM of UPS		
2	MAKE & MODEL		
3	Architecture	Supply and Installation of 40KVA (3/3) Floor Mount Online UPS with 30 mins Battery Bank with MS Rack having DC Breaker	
4	UPS TECHNOLOGY	Online Double Conversion VFI SS 111	
5	UPS CAPACITY in KVA	40KVA	
6	UPS CAPACITY in KW	40KW	
7	SWITCHING TECHNOLOGY (Rectifier & Inverter)	IGBT	
8	DESIGN	DSP Controller Based Design	
9	INPUT & OUTPUT ISOLATOR	Inbuilt	
10	MAINTENANCE BYPASS	Inbuilt	
11	I/P POWER FACTOR	> 0.99	
12	I/P VOLTAGE RANGE @ rated Load	415 +/- 10%	
13	I/P FREQUENCY	46-54 HZ	
14	O/P VOLTAGE	415 V	
15	DURING MAINS -VOLTAGE VARIATION (Static)	Max +/-1%	
16	O/P FREQUENCY	50 Hz +/- 0.1Hz	
17	O/P POWER FACTOR	Unity (40KVA= 40KW)	
18	OVER LOADING	125-150% for 60 Sec & 101-125% for 10 min	
19	BYPASS TYPE	Built-in automatic and maintenance by-pass	
20	Double Conversion Efficiency	Upto 94%	
21	UPS ECO MODE EFFICIENCY	Upto 98.5%	
22	Total VAh Required for 30 Mins	Minimum 48000 VAH for 30 Mins Backup	
23	UPS TO BATTERIES DC CABLE	Should be provided of 10 Mtr	
24	AUDIBLE ALARM	Acoustic alarms and warnings	
25	BATTERY TEST FACILITY (Automatic or Manual)	Should be Available	
26	OPERATING TEMP OF UPS	0 to 40 degree with the rating in Output Power and Efficiency	
27	PRODUCT PROTECTION	UPS Should have Inbuilt Input Breaker, Output Breaker and Bypass Breaker	
28	OEM CERTIFICATES	ISI Product or OEM having ISO 9001 or ISO 14001 or ISO 45001	
29	SMF BATTERIES BRAND	ISI Product or OEM of Batteries having ISO 9001 or ISO 14001 or ISO 45001	
30	BATTERY RACK	MS RACK with Breaker/SFU	
31	WARRANTY	OEM onsite 3 years warranty both on UPS & Batteries	
32	COUNTRY OF ORIGIN	Make in India	
33	SERVICE CENTER	OEM Should have Own Service center in Jaipur	

**ANNEXURE – 3
TECHNICAL BID EVALUATION CHECKLIST**

Please Note : All the Documents must be arrange in following sequence and with continue pagination.

S. No.	Documents Type	Document Format	Page No.
1.	Covering Letter – Technical Bid	Annexure-12 On bidder's letter head duly signed by authorized signatory	
2.	EMD & other Fee DD	Scanned copy of DD/ Banker's Cheque will be uploaded on e-proc portal and original will be submitted in the Board office before the final date and time of bid submission.	
3.	Tender Form	As per Annexure-4	
4.	Bidder's Authorization Certificate	As per Annexure-5	
5.	Certificate of Conformity/ No-Deviation	As per Annexure-6	
6.	Manufacturer's Authorisation Form (MAF)	As per Annexure-7	
7.	Undertaking of Authenticity of Equipments	As per Annexure-8	
8.	Photocopy of PAN Card of Bidding entity.		
9.	Photocopy of GST Registration of Bidding entity.		
10.	CA certified (with UDIN No.) copy of Balance Sheet, P&L account and Trading account Statement for last 3 years. CA certified (with UDIN No.) Average Turnover certificate of last 3 years i.e. 2019-20, 2020-21 & 2021-22. Please Note : The Bidder must have completed 5 years in the same business and having a average turnover of Rs. 2 crore or more in last 3 years i.e. 2019-20, 2020-21, 2021-22.		
11.	Photocopy of IT return of last 3 years.		
12.	Document related to successful completion of bids of Govt. / Semi Govt./ PSU. Please Note : The bidder must have completed 3 Bids of Rs 20 lakhs or more each of similar nature of current bid successfully in last 2 year to any Government/Semi Government / PSU. Bidder must enclose the documents in this regard with the technical bid.		
13.	Self Declaration for Financial Bid	Annexure-9 On bidder's letter head duly signed by authorized signatory	
14.	Bid Document signed on each page		
15.	Technical information of the Product		

**ANNEXURE-4
TENDER FORM**

1) **Addressed to:**

Name of the Tendering Authority	Member Secretary
Address	Rajasthan State Pollution Control Board Head Office 4, Jhalana Doongri Institutional Area, Jaipur (Rajasthan) – 302004
Telephone	0141-2716809
Email	acp.rpcb@rajasthan.gov.in

2) **Firm Details (Fill in Capital Letters):**

Name of Firm/company				
GST No. of Firm/Company				
PAN Card No.				
Name of Contact Person with Designation				
Address of the Firm				
Year of Establishment				
Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Mobile Number			Fax No. :	
Certification/Accreditation/Affiliation, if Any				

- 3) The requisite EMD amounting to Rs. _____/- has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 4) The requisite RISL's Processing fee amounting to Rs. _____/- has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 5) The requisite Tender fee amounting to Rs. _____/- has been deposited vide Banker's Cheque/ DD No. _____ dated _____.

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

Date:

Signature : _____
 Name of authorized Signatory: _____
 Name & Seal of the firm : _____

ANNEXURE-5
BIDDER'S AUTHORIZATION CERTIFICATE
(On bidder's letter head)

To,
Member Secretary
Rajasthan State Pollution Control Board
Head Office
4, Jhalana Doongri Institutional Area,
Jaipur (Rajasthan) – 302004

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 reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

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

Verified Signature:

ANNEXURE-6
CERTIFICATE OF CONFORMITY/ NO DEVIATION
(On bidder's letter head)

To,
Member Secretary
Rajasthan State Pollution Control Board
Head Office
4, Jhalana Doongri Institutional Area,
Jaipur (Rajasthan) – 302004

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the 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. The item/items being quoted is/has not been declared End of Service Support and is/are not likely to be declared End of Service Support within one and half year from the date of the bid submission.

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

ANNEXURE-7
MANUFACTURER'S AUTHORIZATION FORM (MAF)
(On OEM's letter head)

To,
Member Secretary
Rajasthan State Pollution Control Board
Head Office
4, Jhalana Doongri Institutional Area,
Jaipur (Rajasthan) – 302004

Subject : Issue of the Manufacturer's Authorisation Form (MAF)
Reference : NIT/ RFQ Ref. No. _____ dated _____

Sir,

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

{OEM will mention the details of all the proposed product(s) with their make/ model. This should be in sync with the overall proposed technical specification. Also, OEM shall provide to the bidder, the Compliance Sheets (duly supported by the datasheets) for all the products as per Technical Specifications mentioned in this bidding document.}

We undertake that offered Hardware/ Software, as mentioned above, by the bidder for back to back service, support, spares, updates and patches for the entire period of contract as mentioned in the bidding document.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)
(Authorized Signatory)
Name, Designation & Contact No.:
Address: _____
Seal:

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

To,
Member Secretary
Rajasthan State Pollution Control Board
Head Office
4, Jhalana Doongri Institutional Area,
Jaipur (Rajasthan) – 302004

Reference: NIT No. : _____ **Dated:** _____

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

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

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

Authorized Signatory
Name:
Designation:

ANNEXURE – 9
Declaration for FINANCIAL BID
(On bidder's letter head)

To,
Member Secretary
Rajasthan State Pollution Control Board
Head Office
4, Jhalana Doongri Institutional Area,
Jaipur (Rajasthan) – 302004

Reference: NIT No. : _____ **Dated:** _____

Dear Sir,

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

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

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

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

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

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

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

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

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

Authorized Signatory

Name:

Designation:

Seal of Bidder:

Date:

**ANNEXURE -10
FINANCIAL BID FORMAT**

Tender No.		Date:			
Tender Inviting Authority: Raj. State Pollution Control Board					
Name of Work: Supply, Installation, Commissioning and Maintenance of UPS.					
Bidder Name:					
PRICE SCHEDULE					
Sl. No.	Item Description	Make & Model	Quantity	Unit Rate (In Rs.) Inclusive of all levies & taxes & F.O.R. to destination and Installation	Total Amount (In Rs.)
1	2	3	4	5	4*5
1					
2					
3					
4					
	Total				
Total Amount in Words		Rs.			

1. In case of Any Discrepancies between unit rates (inclusive of taxes) multiplied with qty & total amount, then the amount calculated from unit rates multiplied with qty would prevail.
2. All rates quoted must be FOR destination and should include three years comprehensive on-site warranty.
3. **Prices will be provided in Online BoQ only. No physical document of financial bid will be attached. The above format is provide for information only.**

ANNEXURE-11
DRAFT AGREEMENT FORMAT

{to be mutually signed by selected bidder and tendering authority on stamp paper}

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "the approved 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 {TENDERING AUTHORITY} which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the {tendering authority} to supply to the {tendering authority name and address} on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in Our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: -

a) Bank Draft No./ Banker Cheque/ Bank Guarantee _____ dated _____ valid upto _____.

Now these Presents witness:

1) In consideration of the payment to be made by the {tendering authority} through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in Our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.

2) The NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. _____ dated ___/___/20___ 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.

3) Letter Nos. _____ dated _____ received from {bidder name} and letter Nos. _____ Dated _____ issued by the {tendering authority} and appended to this agreement shall also form part of this agreement.

4) The {tendering authority} do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the {tendering authority} will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

The delivery including installation, testing and acceptance shall be effected and completed within the period as specified in the Supply Order.

In case of extension in the delivery and/ or installation period with liquidated damages, the recovery shall be made on the basis of percentages of value of stores/ works (as mentioned in the bidding document) which the bidder has failed to supply and complete the work.

Warranty shall be provided by vendor as mentioned in the bidding document.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the {tendering authority} and the decision of the {tendering authority} shall be final.

In witness whereof the parties hereto have set their hands on the ____ day of ____ (Year).

Signature of the Approved supplier/ bidder	Signature for and on behalf of tendering authority
Designation:	Designation:
Date:	Date:
Witness No.1	Witness No.1
Witness No.2	Witness No.2

**ANNEXURE-12
COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)**

We, M/s hereinafter called as
"Bidder" complete address
..... hereby declare in favour of the Member Secretary,
Rajasthan State pollution Control Board, Jaipur Hereinafter called as the "Tendering
Authority/Purchaser" and declare the following:

1. We are interested to participate in this bidding process for Selection of Agency for Supply, Installation, Commissioning and Maintenance of hardware at RSPCB, Jaipur.
2. We agree to abide by all the terms and conditions set forth in the tender documents.
3. We agree to deploy the required consultants to fulfil all our obligations as per the terms & conditions of the RFQ.
4. We have enclosed all requisite documents along with our bid document and agree to provide all clarifications if required by the Purchaser with respect to our bid.
5. The above document is executed on ___/___/___ at (place) _____ and we accept that if anything out of the above information is found wrong, our tender shall be liable for rejection.

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

ANNEXURE - 13
DELIVERY LOCATIONS

Items are to be delivered and installed at following location(s) However RSPCB reserves the rights to change Quantity and the location of delivery before the award of contract for the supply of items.

S. No.	Product Descriptions	Quantity	Location
1	Online UPS 40 KVA	05	Head Office, Jaipur