

2024

**ELECTION DEPARTMENT,  
RAJASTHAN, JAIPUR**

**Bid Document for open bid  
[Single stage two Envelope Open Bid]  
for supplying Computers, Printers &  
Laptop**

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**Election Department  
Government of Rajasthan**

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**Government of Rajasthan  
Election Department**

S.No: F.1(25)III-C/Elec./ 2024/ 64

Dated: 07.1-2025

**NOTICE INVITING BID**

1. Election Department, Food Building, Secretariat, Jaipur invites proposals through online bids on e-proc website/ portal from Authorized distributors/Dealers for Supply of Computer All in one/Printer/laptop.
2. Interested eligible Bidders may obtain detailed information of the bidding documents at the sites <https:// eproc. rajasthan. gov.in>. <https:// spps . rajasthan.gov.in> and <https://election.rajasthan.gov.in>
3. Schedule of the bids are as under:

<b>Subject Matter of Procurement</b>	<b>Desktop Computer All In One/Printer/Laptop</b>
Quantity	20 Nos.
Total Estimated Cost	Rs. 10.90 lakh
Bid document Cost	Rs. 1000.00
RISL Fee	Rs. 500.00
Bid Security	21800.00
Date of uploading of bid	07.01.2025
Date of commencement of Sale of Bidding Document	Start Date: 07.01.2025 at 5:00 PM End Date: 27.01.2025 at 3:00 PM
End Date for the submission of Bid Online at e-Procurement website	27.01.2025 at 03:00 PM
Last date and time for Physical submission of DD/BC/GRAS Challan	27.01.2025 at 4:00 PM
Date and Time of opening of Technical bids	27.01.2025 at 4:30 PM
Place of DD/BC/eGRAS Challan submission and opening of bids	Election Department, Food Building, Secretariat, Jaipur

4. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
5. Bid invitation may be cancelled at any time without any prior notice by the election department, Rajasthan, Jaipur.

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Election Department, Food Building, Secretariat  
Jaipur (Rajasthan) - 302005 India

## CHAPTER 2.ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No.21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (POA) from the competent authority of the respective Bidding firm.
Authorized Partner/ Authorized Distributer	Bidders who have been authorized for participating in the bid for Supply of Computers (Desktop) through the MAF by DEM.
BG	Bank Guarantee
Bid/eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format.
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the Bidding Documents.
Bidder	Any person/firm/agency/company/contractor/supplier/vendor participating in the procurement/ bidding process with the procurement entity.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/Project Period	The Contract/Project Period shall commence from the date of issue of Work order.
Day	A calendar day as per GoR/Gol.
Eligible Bidder	Any person/firm/agency/company/contractor/supplier/vendor participating in the procurement/ bidding process with the procurement entity, which has been found to be eligible on the basis of qualification criteria for eligibility as specified in the bidding document.
GoI/GoR	Govt. of India/Govt. of Rajasthan.
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, Industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
LTB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NIB	Notice Inviting Bid
RFP	Request For Proposal
Notification	A notification published in the Official Gazette.
OEM	Original Equipment Manufacturer.
PBG	Performance Bank Guarantee.
PC	Procurement/Purchase Committee.
Procurement Process	The process of procurement extending from the issue of Invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be.
Procurement/Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly.
Project Site	Wherever applicable, means the designated place or places.
PSD/SD	Performance Security Deposit/Security Deposit
Procuring/Entity/Tendering Authoring	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. OSD Election Department in this BID document.
RISL	RajCOMP Info Services Limited
GST	Goods and Services Tax
Subject Matter of Procurement	Items to be procured whether in the form of goods, services or works.
GSTIN	Goods and Service Tax Identification Number
Wo/PO	Work Order/Purchase Order
Supplier	Entity/Firm that is a supplier of goods under a contract of sale.



### CHAPTER 3. BID DATA SHEET

<b>Bid Data Sheet (BDS)</b>		
1.	Reference of Invitation of Bids	S.No: F.1(25)III/C/Elec./ 2024/ Dated:
2.	Name Address of officer as the Procuring Entity and for clarification purposes	Name Suresh Chandra
		Designation OSD
		Address Election Department, Food Building, Secretariat, Jaipur (Rajasthan), Jaipur – 302005
		Phone No. 0141-2227255
		E-Mail <a href="mailto:osd.electionrj@gmail.com">osd.electionrj@gmail.com</a>
3.	Placing Work Order/Payment Authority	OSD, Election Department, Rajasthan, Jaipur.
4.	Subject Matter of Procurement	“Open bid is invited by Election Department for supplying Computer All in one, Printers & Laptop
5.	Period of Contract	One year
6.	Bid Procedure	Single stage two envelope bidding open competitive e- Bid procedure at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
7.	Bid Evaluation Criteria(Selection Method)	Most Advantageous (Lowest One) responsive bid based on qualification criteria as defined in the Bidding document.
8.	Website for downloading bidding document, Corrigendum's, Addendum etc.	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> <a href="http://ceorajasthan.nic.in">http://ceorajasthan.nic.in</a> <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
9.	Estimated Procurement Cost	Rs. 10.90 Lacs (Rs.Ten Lac ninty thousand only)
	Bid Document Fee	Rs. 1000/- (Rupees One thousand only)
10.	RISL Processing Fee	Rs.500/- ( Rupees Five hundard only)
11.	Bid Security and Mode of Payment	<b>2% of the estimated value</b> [(0.5% of the above procurement of bid in case of Small Scale Industries of Rajasthan, 1% of the value of bid in case of Sick Industries of Rajasthan,whose cases are pending with Board of Industrial and Financial Reconstruction. (refer details given in this bid)] Mode of Payment: Bid security deposit in favour of “Chief Electoral Officer, Rajasthan” payable at “Jaipur” of Scheduled Bank
12.	Period of Sale of Bidding Document (Start/End Date)	<b>Start Date:-07.01.2025 Time 5.00 PM.</b> <b>End Date 27.01.2025 Time 3.00 PM.</b>
13.	Pre Bid Meeting date	<b>Pre-Bid Queries Submission: 16.01.2025</b> (Office time) after which no query would be accepted & also PBQ's should be sent to the prescribed E-Mail only (signed hardcopy & softcopy both should be sent through E-Mail address <a href="mailto:ceojpr-rj@nic.in">ceojpr-rj@nic.in</a> ). Queries received from any other method will not be treated responsive and will not be entertained. Pre-bid meeting place: Chamber of OSD, Food building secretariat, jaipur. <b>Pre Bid Meeting Date: 16.01.2025 03:00 PM</b>
14.	Submission of Banker's Cheque/DD for Tender Fee, Bid	<b>Start Date: -07.01.2025</b>

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	<b>Security</b>	<b>End Date: -27.01.2025, Time 4.00 PM</b>
15.	<b>Date for the Submission of Bids</b>	<b>Manner: Online at e-proc website: <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> up to 27.01.2025 till Time 3.00 PM.</b>
16.	<b>Date/Time/Place of Technical Bid Opening</b>	<b>27.01.2025, Time 4.30 PM Place: Chamber of OSD Food Building, Secretariat, Jaipur</b>
17.	<b>Date/Time/Place of Financial Bid Opening</b>	Will be intimated later to the technically qualified bidders only
18.	Bid Validity	90 days from the last date of bid submission
19.	Language of Bid	English/Hindi
20.	Alternate Bids	Not Permitted
21.	Bid Submitted	Original Bid: Unconditional and with no deviation

Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal for Computer All in one, Printer and Laptop.

Bidder must be strictly aware that the original copy of Banker's Cheque/Demand Draft/eGRAS Challan for RISL Processing Fees/ Bid document fee/ Bid Security is to be submitted physically at the office of Procuring Entity as prescribed in NIB and scanned copy of same should also be uploaded along with the Technical Bid/cover.

In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft/eGRAS Challan as required for the bid up to the time as mentioned in the NIB. its Bid shall not be accepted/considered for opening of technical proposal and shall be rejected summarily.

To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidder must register on <https://eproc.rajasthan.gov.in> (bidder already registered <https://eproc.rajasthan.gov.in> before 30-09-2011 must register again)

Election Department will not be responsible for delay in online submission due to any reason. For this, bidder is requested to upload the complete bid well advance in time so as to avoid 11th hour rush issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.

The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bid.

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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/authorized partner.

Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.

The provisions of RTPP Act, 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules 2013 thereto, the latter shall prevail.



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## CHAPTER 4. Scop 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 Technical requirement of the bidding document.
- B. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- C. The bidder shall not quote and supply any hardware/software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/software. If any of the hardware/software is found to be declared as End of Sale/Service/Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the Procuring Entity.

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## CHAPTER 5. QUALIFICATION/ELIGIBILITY CRITERIA FOR TECHNICAL EVALUATION

1. A bidder (Manufacturer, Dealers & Distributors are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act 1958, or any other Act of State/Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956/2013</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932</p>	<p>a. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing the Bid, authorizing him to represent all partners of the firm.</p> <p>b. Goods and service tax registration certificate Last GST Return file copy and Permanent Account Number (PAN) issued by Income- Tax Department.</p> <p>c. Address of residence and office, telephone number email address, if any in case of sole Proprietorship.</p> <p>d. Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid.</p>
2	Financial: Turnover	Average Annual Turnover of the bidder for last three financial years i.e. 2021-22 to 2023-24 should be at least Rs. 20.00 Lakh.	Audited Balance Sheet of last 3 FYs (2021-22,2022-23,2023-24)+CA Certificate with CA's Registration Number/ Seal
3	Technical Capability	<p>(i)The firm should have minimum 3 years Experience of having satisfactorily supply of the subject matter of procurement in State Govt./Central Govt./Boards/Corporations/ Autonomous Bodies.</p> <p>(ii)The Bidder must have one work order of at least Rs. 10 lacs of supply of the subject matter of procurement in State Govt./Central Govt./Boards/ Corporations/ Autonomous Bodies in last three financial years i.e. 2021-22 to 2023-24 years or in current financial years 2024-25.</p>	<ul style="list-style-type: none"> <li>• Date of establishment</li> <li>• Copy of Work orders/Bills of the related work</li> </ul>
4	Tax registration certificate PAN/GSTN no.	The bidder should submit copy of: GST registration certificate Income Tax/PAN Number	Relevant document

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5	Undertaking	A Self Certified letter as per Annexure-4:	Self-Declaration
6	Compliance of Technical Specification	A certified letter as per annexure-2	Compliance sheet (Annexure-2)

2. In addition to the provisions regarding the qualifications of the bidders as set out in (1) above
- A. The procuring entity may require from the bidder, who was qualified, to demonstrate its qualifications again in accordance with the same criteria used to qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate Its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
- B. In addition to above, the bidder must meet the specification of the product and other criteria as set out in the bidding document and as per requirement for supply of the subject matter.

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## CHAPTER 6. SCHEDULE OF REQUIREMENT

1. Eligible Bidders shall have to submit proposal for Computer All In one as per schedule mentioned in the NIB. The bids shall be evaluated and the order will be placed as per quantity and evaluation criteria set out in the Bid Document. Details of the requirement of the Computer All in one as listed below. Detailed specification of the product may be seen in Annexure-2-Technical Specification.

S. No	Name of the item	Qty.	Estimated cost per Unit (in Rs.)
1	Computer (All in one)	10	75000
2	Printer	8	25000
3	Laptop	2	70000

2. Delivery and completion schedule: The Item/ subject matter of procurement shall be supplied by the firm within 21 days from the date of issue of supply order.

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## CHAPTER 7. INSTRUCTION TO BIDDERS (ITB)

### 1. Sale of Bidding/Tender Documents

The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid on the <http://eproc.rajasthan.gov.in>. The complete bidding document shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the bidding document price while submitting the Bid to the procuring entity through e-Proc method.

### 2. Pre-bid Meeting/ Clarifications

- a) Pre-Bid query submission, redressal etc management shall not be done through e-Proc website. Only date of Pre-Bid meeting and the responses to the queries would be available on e-Proc website.
- b) Any prospective bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents shall also be emailed to [fa.election@gmail.com](mailto:fa.election@gmail.com) and not to be uploaded on e-Proc website. In case the soft copy of the dully filled in Pre- Bid query format, is uploaded on e-Proc website then it would not be entertained and processed.
- c) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- d) Prospective bidders may attend Pre-bid meeting. The procuring entity may clarify doubts of only to potential bidders in respect of the project which are given in written in the prescribed format received within the time frame given in the bid document and a softcopy to the email address given herein. Beyond prescribed time, no PBQ shall be entertained and rejected.
- e) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - o Last date of submitting clarifications requests by the bidder: as per bid document.
  - o Response to clarifications by procuring entity: as per bid document.
- f) The finalised minutes and responses, if any, shall be provided through appropriate website/portal promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall also be published on the other websites as mentioned in NIB.

### 3. Changes in the Bidding Document

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



- B. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- C. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

#### **4. Period of Validity of Bids**

- A. Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- B. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

#### **5. Submission of Bid**

The bid is for "Short listing of producer and supplier of Computer All in one/Printer/laptop

- a) All prospective bidders advised to carefully go through the bid document provided on the various websites as mentioned in the bid-document so that they will come to know what exactly is demanded. While bidders submitting their Bids electronically shall follow the electronic bid submission procedure as specified on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>
- b) All the columns viz. compliance (in Yes or No) of Eligibility Criteria, BOM, Financial Bid and their associated necessary documents properly signed etc. should be duly filled in and uploaded.
- c) Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately uploaded and financial bid shall also be uploaded separately along with respective associated documents as mentioned in the bid document..
- d) Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.
- e) While uploading Technical Bid/submitting bid, the bidder's annotations may not create any hurdle or problem on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected.
- h) Bidders may submit their Bids through electronic method i.e. through <http://eproc.rajasthan.gov.in> on or before bid submission date/time.
- i) The Procuring Entity is not responsible about non submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid last minute submission of bid

Handwritten signature or initials in blue ink.

## 6. Format and Signing of Bids

- A. Bidders must submit their bids online at e-Procurement portal i.e. <https://eproc.rajasthan.gov.in>.
- B. All the documents including the bid document should be uploaded duly digitally signed with the DSC of authorized signatory.
- C. A Single stage Two cover system shall be followed for the Bid:-
- I. Technical Bid, including fee details, eligibility & technical documents
  - II. Financial Bid
- I. The technical bid shall consist of the following documents:

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee	Proof of submission (PDF)
2	RISL Processing Fee (e- Procurement)	Instrument/Proof of submission (PDF)
3	Bid Security	Instrument/Proof of submission (PDF)
Eligibility Documents		
4	Documents required for Preliminary Qualification.	As per chapter 5
5	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-3 (PDF)
Technical Documents		
6	Self-Declaration, Certificate of Conformity/No Deviation and Declaration by Bidders	As per Annexure-4 (PDF)
7	Undertaking on Authenticity of items to be procured	As per Annexure-5 (PDF)
8	Components Offered Technical specifications compliance sheet for all items only on Letter Head	As per Annexure-6 (PDF)
9	Annual Turnover Certificate along with copy of Audited Accounts	As per Annexure-10
10	Affidavit regarding compliance to terms & conditions of bid	As per Annexure-11
11	Technical undertaking	As per Annexure-12
12	Financial undertaking	As per Annexure-13

II. Financial bid shall include the following documents:

S. No.	Documents Type	Document Format
1	Financial Bid-Format	As per BoQ (XLS) format available on e Procurement portal

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-



submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the Bid submitted by the bidder.

### **7. Cost & Language of Bidding**

- A. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- B. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/hindi Language. Supporting documents and printed literature that are part of the Bid may be in English/hindi.

### **8. Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

### **9. Bid Security**

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

- i) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- ii) In case of open competitive bidding, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:
  - a. Small Scale Industries (SSI) of Rajasthan it shall be 0.5% of the value of quantity offered for supply or the estimated value of subject matter of procurement mentioned in bid, and
  - b. In case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the estimated value of bid.
  - c. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the NIB.
- iii) Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
- iv) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- v) The bid security may be given in the form of a banker's cheque or demand draft or deposit through e-GRAS. The bid security must remain valid 90 days beyond the original or extended validity period of the bid.
- vi) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- vii) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- viii) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short-listed successful bid and signing of Agreement and submitting performance security.

- ix) The Bid security taken from a bidder shall be forfeited in the following cases, namely:
- a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/in the Act, chapter VI of the RTPP Rules.
  - f. if the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].
  - g. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
  - h. No interest shall be payable on the bid security.
  - i. In case of the successful short-listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful short-listed bidders furnish the full amount of performance security.
  - j. The procuring entity shall return the bid security after the earliest of the following events, namely:
    - a. the expiry of validity of bid security;
    - b. the execution of agreement for procurement and performance security is furnished by the successful short-listed bidders;
    - c. the cancellation of the procurement process; or

#### **10. Deadline for the submission of Bids**

- A. A Bids shall be submitted on e-Proc website up to the time and date specified in the NIB or an extension issued thereof, if any.
- B. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity.
- C. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

**Late Bids:** The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with bid document. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

#### **11. Opening of Bids**

- A. The Bids shall be opened by the BEC/DPC on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- B. Only Technical bids will be opened first. PE will evaluate Technical Bid(s) as per criteria set-forth in this Bid Document or RTPP Rules.
- C. The Financial Bids will remain unopened until the technical bid evaluation is done. The date/time of the opening of Financial Bids will be intimated by the Procuring Entity.



- D. If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.

#### **12. Clarification of Bids**

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the BEC/DPC may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the website/email.
- b) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted

#### **13. Evaluation & Tabulation of Technical Bids**

##### **A. Determination of Responsiveness**

- i) The BEC/DPC shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- ii) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission (as per RTPP Act, 2012 and RTPP Rules, 2013):

#### **14. Tabulation of Technical Bids**

If Technical Bids have been invited, they shall be tabulated by a Committee (DPC/BEC) constituted on behalf of PE in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document

#### **15. Evaluation & Tabulation of Financial Bids**

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

- i) The financial Bids of the bidders who qualified in bid examination shall be opened at the notified time, date and place by the BEC/DPC in the presence of the bidders or their representatives who choose to be present;
- ii) the process of opening of the financial Bids shall be similar to that of technical Bids.
- iii) conditional Bids are liable to be rejected;
- iv) the examination shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities

#### **16. Negotiations**

- A. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre- bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- B. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

#### **17. Lack of competition**

In case of situation of lack of competition arises the provision given in RTPP Act, 2012 and RTPP Rules, 2013 will be followed



## **18. Information and publication of award**

Information of award of contract shall be published on the Raj. State Public Procurement Portal i.e. <http://sppp.rajasthan.gov.in> as well as e-Proc website.

## **19. Procuring entity's right to accept or reject any or all Bids**

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders

## **20. Right to vary quantity**

- I. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- II. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the RTPP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -up to 50% of the value of goods or services of the original contract.

## **21. Performance Security**

- i) All the successful short-listed bidders, have to execute agreement and furnish performance security.
- ii) Prior to execution of agreement, Performance Security shall be solicited from the successful short-listed bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- iii) The amount of performance security shall be as per rules .
- iv) Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of Chief Electoral Officer on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- v) Performance security furnished in the form specified in clause [c.] of c) mentioned just above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

- vi) Failure of the successful short-listed bidders to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- vii) Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited, including interest, if any, in the following cases:-
  - a) when the Bidder short-listed does not execute the agreement in accordance with the bid within the specified time period; after issue of letter of acceptance/ placement of supply order; or
  - b) when the Bidder short-listed fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
  - c) when Bidder short-listed fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
  - d) When any terms and conditions of the contract is breached; or
  - e) Failure by the Bidder short-listed to pay the Procuring Entity any established dues under any other contract; or
  - f) If the Bidder short-listed breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the RTPP Act & Rules and this Bidding Document.
- viii) Notice will be given to the bidders short-listed with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.
- ix) No interest shall be payable on the Performance Security deposited by the bidders short-listed.

## **22. Execution of agreement**

in the written intimation of acceptance of its Bid sent to the successful short-listed bidders, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 7 days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.

## **23. Confidentiality:**

- i) 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 information on Contract award is communicated to all Bidders.
- ii) Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.

## **24. Cancellation of procurement process**

- i) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- ii) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it.



## **25. Code of Integrity for Bidders**

- i) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- ii) Any person participating in the procurement process shall -
  - a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - c) not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
  - e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - f) not obstruct any investigation or audit of a procurement process;
  - g) disclose conflict of interest, if any; and
  - h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
- iii) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:
  - a) exclusion of the bidder from the procurement process;
  - b) calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c) forfeiture or encashment of any other security or bond relating to the procurement;
  - d) recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e) cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f) debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

## **26. Interference with Procurement Process**

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful short-listed bidders ;
- c) fails to enter into procurement contract after being declared the successful short-listed bidders ;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful short-listed bidders , without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to 50 lacs rupees or 10% of the assessed value of procurement, whichever is less.



## **27. Offenses by Firms/Companies**

- A. Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly: Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- B. Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- C. For the purpose of this section-
- i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
  - ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- D. Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

## **28. Debarment from Bidding**

- A. A bidder shall be debarred by the State Government if he has been convicted of an offence
- i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- B. A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- C. If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- D. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- E. The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard

## CHAPTER 8. GENERAL TERMS AND CONDITIONS OF BID & CONTRACT

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

### **1. Definitions:**

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

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

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

### **2. Contract Documents**

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



### **3. Interpretation**

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

### **4. Language**

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

### **5. Eligible Goods**

- 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, Integration, testing, commissioning and training, and initial maintenance and provide warranty as set out in the document.
- B. All articles/ goods being bid, should be the ones which are produced in volume and are used by a large number of users in India/abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also the bidder is to quote/ propose only one make/ model against the respective item.
- C. The OEM/Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.

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- D. The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- E. Bidder must quote products in accordance with above clause "Eligible goods and related services",

#### **6. Notices**

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

#### **7. Delivery**

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

#### **8. 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.

#### **9. Procuring Entity's Responsibilities**

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.

#### **10. Contract Price**

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

#### **11. Recoveries from Supplier/ Selected Bidder**

- A. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- B. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered

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from his dues and performance security deposit available under this contract with tendering authority.

- 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.

### **12. Taxes & Duties**

- A. The prevailing taxes, charges etc., if applicable, shall be deducted at source by PE as per prevailing rates.
- B. For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- C. For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- D. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no "C-Form/ D-Form", or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

### **13. Copyright**

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

### **14. Confidential Information**

- A. The Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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:-

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- i. the Procuring Entity or Supplier/ Selected Bidder need to share with tendering authority or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party,
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly from the other party; or
  - IV. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- E. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- F. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

#### **15. Sub-contracting**

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

#### **16. Specifications and Standards**

- A. All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- B. Technical Specifications and Drawings
- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
  - 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 referentigin of the Goods the Contract to codes and standards in ofcordance 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 Procuring Entity and shall be treated in accordance with the general conditions of the contract.

#### **17. Packing and Documents**

- A. The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to Extreme temperatures, salt and precipitation, and open storage Packing case size and weights shall take into

consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- B. The packing, marking, and documentation within and outside the item 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 Procuring Entity.

#### **18. Insurance**

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

#### **19. Transportation**

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination as mentioned in the BDS. 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. In the case all the damaged material has to be supply immediately. No extra cost on such account shall be admissible.

#### **20. Rejection**

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

#### **21. Delivery Period and Extension of Quantity-repeat orders**

- A. The time specified for delivery shall be deemed to be the essence of the contract and the successful short-listed bidders shall arrange supplies within the period on receipt of the firm order from the election department.
- B. The selected bidder shall arrange supplies within the stipulated time period.
- C. If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Supply orders may be placed during the contract period on the approved rate and conditions given in the bidding document. If the short-listed bidder fails to do so, the CEO office shall be free to arrange for the balance supply by other short-listed bidders. Even if the short-listed bidders fails to do so, the election department will be free to invite limited tender or otherwise and the extra cost incurred shall be recoverable from the concerned short-listed bidder.

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## **22. Penalties**

### **i). Risk and Cost:**

In case, the contractor doesn't commence the work as required within the stipulated period, the work can be allotted to other short-listed bidder at the risk and cost (in case of difference in the cost of supply) of the contractor firm and LD clause shall be attracted to the short-listed bidder who was placed the order & could not commence the work.

### **ii). Liquidated Damages (LD):**

In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ install/ complete:-

- delay up to one fourth period of the prescribed delivery period: 2.5%
  - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
  - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
  - delay exceeding three fourth of the prescribed period: 10%
- a. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
  - b. The maximum amount of liquidated damages shall be 10% of the contract value.
  - c. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - d. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

## **23. Authenticity of Equipment**

- A. The selected bidder shall certify (as per Annexure-6) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- B. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the Procuring Entity may have inspected and/ or approved the said goods, the Procuring Entity will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc. or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- C. Goods accepted by the Procuring Entity in terms of the contract shall in no way dilute Procuring Entity's right to reject the same later, if found deficient in terms of the this clause of the contract.

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## **24. Warranty**

- A. Warranty as mentioned in the Annexure-1
- B. At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- C. The Procuring Entity shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Procuring Entity. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the Procuring Entity.
- D. If having been notified, the selected bidder fails to remedy the defect within the period specified, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- E. During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

## **25. Patent Indemnity**

- A. The supplier/selected bidder shall, subject to the Procuring Entity's compliance with sub-clause(B) below, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits actions or administrative proceedings, claims demands, losses,damages, costs and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any Infringement or alleged infringement of any patent, utility model, registered design, trademark copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:-
  - i. the supply of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
  - II. the sale in any country of the products produced by the Goods.
- B. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be 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.
- C. If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to above, the Procuring Entity shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- D. If the supplier/selected bidder fails to notify the Procuring Entity within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

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- E. The Procuring Entity 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 expenses incurred in so doing.
- F. The Procuring Entity 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.
- G. design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

#### **26. Force Majeure**

- A. The supplier/selected bidder shall not be liable for forfeiture of its PSD, L.D, 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 Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- C. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the tendering authority in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Procuring Entity, 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 tendering authority, the tendering authority may take the case with the supplier/ selected bidder on similar lines.

#### **27. Fall clause:-**

The prices under a rate contract will be subject to price fall clause. The price charged for the items supply under the contract by the successful bidder will in no event exceed the lowest price at which the successful bidder sells the items of identical description to any other person in the state during the period of contract.

- a. If at any time, during the said period the contractor reduces the sale price of such items (supplied by the contractor) or sells such goods to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the Procuring Entity and the price payable under the contract for the items (supplied by the contractor) supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful bidder will furnish certificate in the manner required by the Authority to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.

- b. The successful bidder(s) will endorse a certificate on each bill to the effect that the price condition referred to above has been satisfied.
- c. If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.

### **28. Blacklisting and recovery of losses**

In the event of failure by the bidder at any stage of Bid process the Bid security or performance security or bills of supply will be forfeited apart from cancellation of award of contract and blacklisting of the firm/bidder.

### **29. Subletting**

The supply contract awarded should be executed by the successful bidder any and subletting any of the functions under the contract is not permitted.

### **30. Termination**

#### **A. Termination for Default**

- i) The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - o if the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to the clause mentioned in the bid document; or
  - o if the Supplier fails to perform any other obligation under the Contract.
  - o if the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and Code of Integrity, in competing for or in executing the Contract.
- ii) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to clause mentioned in Bid Document, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods and/ or the Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

#### **B. Termination of insolvency**

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

#### **C. Termination of Convenience**

- i) The Procuring Entity, by Notice sent to the Supplier, 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 CEO/Procuring Entity's convenience, the extent to which



performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- ii) The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by CEO at the Contract terms and prices.

**31. Legal Proceedings –**

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

**32. Settlement of Disputes/Dispute Resolution Mechanism:**

If any dispute arises out of the contractwith regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer and Ex-Officio Secretary to the Government of Rajasthan" & whose decision shall be final and abided by all stakeholders.

**Signature of Bidder with Seal**

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## CHAPTER 9.SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

### Payment Terms and Schedule

1. The payment to the Contracted Supplier shall be made as per after suply of items to the successful short-listed bidders by election department after all necessary formality as per rules have been fulfilled
2. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
3. TDS will be deducted as per the prevalent rules and regulations.
4. All remittance charges will be borne by the supplier/ selected bidder.
5. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute by election department.

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## CHAPTER 10: INDEX OF ANNEXURES:

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**ANNEXURE-1: BILL OF MATERIAL (BOM)**

S. No	Item (Technical Specification in Annx-2)	Qty.	Warranty Period and OEM support	Supply Period
1	Computer (All in One)	10	3 Years	21 days from the issue of supply order
2	Printer	8		
3	Laptop	2		

**Note:**

- A. Authorized Distributer/Dealers shall only be participated for the bid and bidder should attach Authorisation letter of OEM.

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**ANNEXURE-2: TECHNICAL SPECIFICATIONS**

(To be filled by the bidder)

Item 1: Desktop Computer (All in One)

Make Model offered:.....

(need to be filled by the bidder)

S.No	Descriptions	Specifications	Compliance (Yes/No)	Offered Make & Modal and Specification
	Processor	Intel i5, 6 Core or higher, with minimum 2.5 GHz or higher (Base Frequency), 18 MB Cache or higher with 13th or higher Generation and to be Certified by OEM		
	Chipset	Compatible Chipset		
	Operating System	1. Pre-installed Genuine Microsoft Windows 11 Professional (64 bit) or higher 2. Recovery partition (applicable for Windows).		
	Memory (RAM)	8 GB DDR4 3200MHz or higher with 64 GB Expandability		
	Storage	512 GB SSD		
	Audio	Integrated audio controller with internal Speaker		
	Ports	Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI, Display port, Type-C Port, Audio jack for headphone & microphone		
	Camera	Integrated webcam 2 MP or higher		
	Display	Minimum 23.8 inch or higher, Resolution 1920x1080 or higher Display		
	Antivirus	Latest Antivirus & Internet Security, with minimum 3 years subscription		
	Certification	BIS		
	Compliance	ROHS		
	Keyboard & Mouse	USB Keyboard & USB two button optical Mouse with Mouse Pad (Same make as AIO)		
	Network	Integrated 10/100/1000 GB Ethernet, Integrated 802.11ac Wi-Fi and		
	Interface	Bluetooth 4.0 or higher		
	Accessories	All necessary cables		
	Security	2.0 Trusted Platform Module (TPM) (Hardware/Firmware)		
	Warranty	3 Years comprehensive on-site OEM warranty		

*Handwritten signature/initials*

**Item 2: Printer**

Make Model offered:.....

(need to be filled by the bidder)

S.No.	TECHNICAL DETAILS	Specifications	Compliance (Y/No)	Offered Make & Modal and Specification
	Functions	Print, Scan, Copy		
	Printing Technology	Laser		
	Print Speed (Minimum)	25 PPM (Mono) or higher		
	Paper Size	A4 or above		
	Print Resolution	600 x 600 dpi or higher		
	Duplex	Auto		
	Memory	64 MB or higher		
	Display	Yes		
	Connectivity	USB, Ethernet, Wi-Fi		
	Duty Cycle (Monthly)	8000 pages or higher		
	Copy Speed	10 PPM or higher		
	Copy Resolution	600 x 600 dpi or higher		
	Scan File Format	PDF, JPEG etc.		
	Scan Resolution	600 x 600 dpi or higher		
	Scan Type	FLATBED with ADF		
	Input paper tray capacity	150 pages or higher		
	Compatible OS	Windows and Linux		
	Cables/Accessories	All the required cables, accessories		
	Software Media	Driver & Utility software		
	Certifications	BIS		
	Compliance	RoHS		
	Warranty	3 years comprehensive on-site OEM warranty		

**Item 3: Laptop**

Make Model offered:.....

(need to be filled by the bidder)

S.No.	TECHNICAL DETAILS	Specifications	Compliance (Y/No)	Offered Make & Modal and Specification
	Processor	Intel i5, Minimum 4 core or higher, 12 MB Cache or higher 13th or higher Generation and to be Certified by OEM		
	Operating System	1. Pre-installed Genuine Microsoft Windows 11 Professional (64 bit) or higher 2. Recovery partition (applicable for Windows).		
	Display	14" or higher diagonal Full HD Display		
	Memory (RAM)	16 GB DDR4 or higher expandable up to 32 GB		
	Hard Drive	512 GB SSD or higher		
	Speaker & Microphone	Inbuilt speakers and integrated digital microphone		
	Connection Type	Minimum 2 USB 3.0 or higher, HDMI 2.0, Head		

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		phone/ Microphone combo/ separate, 1- USB type c		
	Network card	Integrated 10/100/1000 GB Ethernet		
	Wireless Connectivity	Bluetooth 4.0 or above & integrated Wi-Fi 802.11 b/g/n or higher		
	Web Cam	Integrated HD Web Camera (Front facing)		
	Battery	Minimum 40Whr		
	Power Adapter	Standard power adapter		
	Antivirus	Latest Antivirus & Internet Security, with minimum 3 years subscription		
	Certification	BIS		
	Compliance	RoHS		
	Accessories	Carry Bag		
	Warranty	3 Years comprehensive on site OEM warranty		

Note:

- I. The eligible bidders shall participate in the bid as per conditions set out in the bid document.
- II. The bidders shall submit Bid Document Cost, RISL processing fee and Bid Security as per schedule and detailed in NIB, without which Technical bid shall not be opened.
- III. The prospective bidders are advised to read out the complete bid document and it shall be ensured to Comply each specification required in the Technical Specification of subject matter.
- IV. The bidder is required to submit the technical compliance statement for the item on the letter-head.
- V. The subject matter of procurement shall be provided with onsite Comprehensive OEM warranty as specified in the technical specification premium support from the Date of final acceptance test (Go-Live).

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

To,  
Chif Electrol Officer,  
Election Department Jaipur,

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

Thanking you,

Name of the Bidder:-

Verified Signature:

Authorised Signatory:

Seal of the Organization:-

Date:

Place:

26/11

**ANNEXURE-4: SELF DECLARATION**  
**(to be filled by the bidder)**

To,  
Chif Electrol Officer,  
Election Department Jaipur,

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

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

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

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

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

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

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

Thanking you,

Name of the Bidder:-

Authorised Signatory:-

Seal of the Organization:-

DATE:.....

PLACE:.....



**ANNEXURE-5: UNDERTAKING ON AUTHENTICITY OF ITEMS TO BE PROCURED**  
{To be filled by the bidder (On Rs. 100/- Non-Judicial stamp paper)}

To,  
Chif Electrol Officer,  
Election Department Jaipur,

Reference: NIB No.:..... Dated:.....

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

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

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

Authorized Signatory Name:

Designation:

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**ANNEXURE-6: COMPONENTS OFFERED - BOM**  
**(to be filled by the bidder)**

Please fill the following BOM for the offered product as per below mentioned table

Name of item-

S.No	Description	Compliance/ Offered by the Bidder
1	Proposed OEM	
2	Model No.	
3	Compliance of all Technical Specification	
4	Deviation, if any, in Technical Specification	

Please attach Technical specifications compliance sheet on letterhead only and Authorisation letter of OEM. Please provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as per BID)

Authorized Signatory Name:

Designation:

*Handwritten signature*

### ANNEXURE-7: FINANCIAL BID FORMAT (BOQ)

S.No	Item	Make & Model	Qty.	RATE per unit (INR) including all other Taxes/charges but excluding GST	Applicable GST in INR	Rate Per Unit including GST <del>(3+4)</del> (5+6)	Total Amount
1	2	3	4	5	6	7	8
1	Computer (All in One)		10				
2	Printer		8				
3	Laptop		2				

Note:

1. Unit Rate (Column no. 5) will be offered as per technical requirement of the including all other charges/Taxes but excluding GST.
2. Column no. 5 & 6 to be filled by the bidder on Eproc Portal.

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**ANNEXURE-8: DRAFT AGREEMENT FORMAT**  
**(to be mutually signed by selected bidder and procuring entity)**  
**Agreement**

An agreement made this ..... day of ..... between .....  
 ..... (hereinafter called "Producer and Supplier" [here " it means short-listed producer and supplier"]), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/OSD Election Department [name of the Procuring Entity if other than a department of the State Government (hereinafter called "the Procuring Entity") authorized officials of CEO Office.CEO office, Rajasthan, Jaipur (after execution of this agreement will be performing all jobs/grievance redressal/activities etc. for this Bid during contract period), which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz.,..... and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of ..... (amount in figures and words) (herein after "the Contract Price").

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The bid document issued vide even no..... dated ..... and work order no..... dated .....shall be deemed to form and be read and construed as part of this Agreement.
3. Period of contract will be ..... to .....(the contract will be renewed after one year and can be extended further as mentioned in the Bid).
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the bid document.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete:
 

A. Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work.	2.5%
B. Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
C. Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

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Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
7. The RTPP Act, 2012/Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.
  8. We will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.
  9. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
  10. The Election department office hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signed By:	Signed By:
Designation:	Designation:
Company:	Election Department, Govt. of Rajasthan
In the presence of:	In the presence of:
Designation:	Designation:
Company:	Company:
Designation:	Designation:
Company:	Company:

kyv

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

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

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

**First Appellate Authority: ADDITIONAL CEO ELECTION DEPARTMENT RAJASTHAN , JAIPUR**

**Second Appellate Authority: CEO AND EX-OFFICIO PRINCIPAL SECRETARY TO GOVERNMENT, ELECTION DEPARTMENT, RAJASTHAN, JAIPUR**

**1. Particulars of appellant:**

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

**2. Name and address of the respondent(s);**

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

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

**<please specify>**

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

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

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

**7. Prayer: <please specify>**

**Place.....**

**Date .....**

**Appellant's Signature**

2, ✓



**ANNEXURE:10 ANNUAL TURNOVER STATEMENT**

The average annual turnover of M/s. ....address  
.....for the past three Financial years are given below and certified that the  
statement is true and correct.

Year Turnover

Average Turnover Total:

Signature of Auditor/Seal Chartered Accountant  
(Name & Address)

Tel. No.

Mob. No.

47

**ANNEXURE '11': AFFIDAVIT REGARDING COMPLIANCE TO TERMS & CONDITION  
OF BID**

Bidder's Name:.....

Bid Participation for.....

Name of the Item for which the bid offered:.....

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Tender/ Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender/ Bid document including technical particulars, detailed technical specifications of the product, special terms & conditions and general terms & conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I.I/We also confirm acceptance of the all general terms & conditions of Bid document

II.I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair/ unethical means in including cartelization.

III.I/We certified that tendering firm has not been banned by any Government Department of the State / PSU from business dealings.

IV.I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Authorized Signatory Name:

Designation:

*Handwritten initials*

## Annexure-12 TECHNICAL UNDERTAKING

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of ..... of specified quality at the rate quoted by me/us at the destinations specified by Authority and as per the annexure of Bid document specifications prescribed by the Authority.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the ..... from time to time. I am/we are enclosing the following documents as per the terms and conditions of the Bid:

1. DD/BC/BG bearing No. ....Dt. .... for Rs...../-  
(.....) Drawn on ..... Bank towards Bid Cost.
2. DD/BC/BG bearing No..... Dt ..... for Rs ...../-  
(.....)Drawn on ..... Bank towards RISL.
3. DD/BC/BG bearing No..... Dt ..... for Rs ...../-  
(.....)Drawn on ..... Bank towards Bid security.
4. Affidavit attested by a notary to that effect that the bidder has no past or present criminal record with the Police/Vigilance of CS Deptt./ Vigilance and enforcement Dept. Govt. of Rajasthan or Govt. of any other state/Govt. of India.
5. Affidavit stating that the bidder or any of the partners or Representatives were never blacklisted from Central Government/any State Government/any Union Territory/State Agency at time or involved in diversion of stocks or involved in case under E.C. Act or Convicted by Court of Law in a criminal case.
6. Copy of the partnership deed along with permanent and present addresses of the partners in case of a Firm.
7. Copy of the Registration Certificate, if it is firm/Limited Company.
8. Copy of the Registration Certificate with GSTN.
9. Copy of the Authorised Distributer Certificate issued by OEM.
10. Copies of the Income tax returns/Audited Accounts for last three years.
11. Copies of past performance, supply orders etc. as per qualification criteria.
12. All other document as required in the qualification criteria.

I/We hereby affirm that the Election Department, Jaipur is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Authorized Signatory Name:  
Designation:

4, ✓



**Annexure-13 FINANCIAL UNDERTAKING**

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of ..... as per specifications mentioned at annexure of the Bid document out of current seasons production at the rate quoted by me/us at the destinations specified by AUTHORITY.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid, agreement and the..... from time to time.

I/We will furnish the prescribed performance security amount of 5% on the total value of the cost of the quantity for supply, within ten (10) days of the acceptance of my our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/our Bid security stand forfeited if I/ we fall to furnish the prescribed performance security and also enter into agreement within ten (10) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our security deposit or any amount available with the ..... is liable to be forfeited award of supply contract stand cancelled besides blacklisting me/us.

Authorized Signatory Name:  
Designation:

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**Annexure A: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO.CONFLICT OF INTEREST**

Any person participating in a procurement process shall-

- A. Not offer any bribe reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- B. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- C. Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- D. Not misuse any information shared between the procuring entity and the bidder with an intent to gain unfair advantage in the procurement process;
- E. Not indulge in any coercion including impairing or harming or treating to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- F. Obstruct any investigation or audit of a procurement process;
- G. Disclose conflict of interest, if any; and
- H. Disclose any previous transgressions with any entity in India or any other country barring the last three years or any debarment by any other procuring entity.

**Conflict of Interest:**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligation, or compliance with applicable laws and regulation.

A Bidder may be considered to be Conflict of Interest With one or more parties in a bidding process if, including but not limited to;

- A. Have controlling partners/shareholders in common; or
- B. Receive or have received any direct or indirect subsidy from any of them; or
- C. Have the same legal representative for purposes of the bid; or
- D. 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 decision of the procuring entity regarding the bidding process's
- E. The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved, however, this does not limit the inclusion of the same sub contraction, not otherwise participating as a bidder, in more than one bid; or
- F. The bidder or any of its affiliates participated as consultant in preparation of the design or technical specifications of the good, works or services that are the subject of the bid; or
- G. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in charge/consultant for the contract.

**Annexure B: Declaration by the Bidder regarding Qualification**

In relation to my/our Bid submitted to...**Chief Electoral Officer**.....for procurement of.....in response to their Notice Inviting Bids No.....Dated.....I/We hereby declare Section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:

1. I/We Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and or directors and officers have not been convicted of any criminal finance related to my/our professional conduct ro the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract with in a period of three years preceding the commencement of this procurement process or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, Which materially affects fair competition:
6. Our firm has not been blacklisted/debarred anywhere in the Rajasthan.
7. I/we have put mu/our signature along with seal of my/our firm on every page of the tender document as a token of acceptance of the terms & conditions of the tender document.
8. We have purchase the tender document @Rs. 500 vide receipt/challan no. ....
9. Security deposit is being submitted in the form of cash receipt no..... banker's cheque no. ...., DD no. ....Egras no.....**Date:**

**Place:**

**Signature of bidder**

**Name &Designation:**

**Address:**

*Handwritten signature*



### Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Secretary, Election Department, GoR

The designation and address of the Second Appellate Authority Princ Secretary, Finance Department, GoR

#### **Filing an appeal**

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

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

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

- 1) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 2) If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para(2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf with in fifteen days from the expiry of the period specified in Para(2) or of the date of receipt of the order passed by the First Appellate, as the case may be.

#### **3) Appeal not to lie in certain case**

No appeal shall lie against any decision of the procuring Entity to the following matters, namely:-

- a) Determination of need of procurement;
- b) Provision limiting participation of Bidder in the Bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;

e) Applicability of the provisions of confidentiality;

**4) Form of Appeal**

a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c) Every appeal may be presented to first appellate authority second appellate, as the case may be, in person or through registered post or authorized representative.

**5) Fee for filing appeal**

a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

b) The fee shall be paid in the form of bank demand draft banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**6) Procedure for disposal of appeal**

a) The first Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall-

i. hear all the parties to appeal present before him; and

ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.

c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d) The order passed under sub-clause(c) above shall also be placed on the State public procurement portal.

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## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.


If the Bidder that submitted the lowest evaluated Bid does not accept the correction of error, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to vary Quantities**

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
  - a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - b) 50% of the value of goods or services of the original contract.]

deN





**3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in the order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

