Price Rs.500/-(Both for Technical & Financial Bid Form)

BID DOCUMENT

COMPREHENSIVE ANNUAL MAINTENANCE OF COMPUTER HARDWARE AND **PERIPHERALS**

PART - I

TECHNICAL BID

" Signature of Bidder"

PART - I RFC, JAIPUR BID FORM FOR TECHNICAL BID

1. Subject: - Bid for "COMPREHENSIVE ANNUAL MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS IN RFC AS PER SCHEDULE - I 2. Name and full postal address of the firm submitting the Bid: -Contact Name: ___ Designation_ Tel. No. _____ Mobile No. ____ Fax E-Mail 3. Address to: - DGM(GAD) 4. Reference of the Bid Notice: -5. Last Date for submitting Bid: - 6. The Bid fee amounting Rs.500/- has been deposited vide Demand draft/cash receipt No. _____dated_ 7. We agree to abide by all the terms and conditions mentioned in the above referred Bid Notice, issued by the Bidding Authority, and also the terms and conditions of the said Bid form (For Technical and Financial bids) given in the attached sheets, all pages of which are signed by us in token of acceptance of the Terms and Conditions mentioned therein. 8. The information required for Technical bid is filled in the attached proformas, and relevant documents are also attached herewith. 9. The Financial bid in a separate sealed envelope duly marked financial bid is also submitted. for Rs. 20,000/- (Rs. 10. Demand Draft No. _ dated _ Twenty thousand only) in favor of RAJASTHAN FINANCIAL CORPORATION, Jaipur against the Earnest Money as per the Bid Notice is annexed. EST Registration Number from the Commercial Taxes Officer concerned is to be submitted. Signature of the Bidder(s) Date: alongwith the stamp of the firm/company:

TERMS AND CONDITIONS OF THE BID

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Bidders should read these conditions and the complete Bid document of technical bid and financial bid carefully and comply strictly while sending their Bids.

- 1. Bids are to be submitted only in the prescribed Bid Form. Bid Forms may be purchased from the office of the DGM (GAD) RFC, Udyog Bhawan, Tilak Marg, Jaipur, Rajasthan on payment of a non-refundable fee of Rs. 500/- only in CASH or by DEMAND DRAFT in favour of RFC, Jaipur. The Bid Form can also be downloaded from website of www.rfc.rajasthan.gov.in and Bid form fee will be deposited on submission of Bid form.
- 2. The Bid must be in two separate envelops (Part-I: Technical Bid & Part-II: Financial Bid) duly marked "TECHNICAL/FINANCIAL BID FOR A.M.C." and should reach on or before upto 3.00 P.M. The sealed Bids should be submitted in the office of DGM (GAD). In case of sending Bid by post, this shall be sent by registered post only. RFC shall not be responsible for any delayed receipts, what so ever.
- 4. It should be noted that envelop duly marked part-II i.e. for Financial bids should contain only price schedules (schedule-I) and all other documents should be submitted with envelope marked Part-I i.e. for Technical Bid.
- 5. Bids should be filled in with ink. No addition and alteration should be made in the Bid form. No overwriting should be done. Corrections, if any, must be done clearly and signed with stamp.
- 6. The Bidding authority/committee reserves the right to finalize the technical bid in the interest of the Corporation and such decision shall be final and binding on the Bidders.
- 7. Financial bids of only those bidders shall be opened who will qualify in technical bids. Financial bids of the bidders, who do not qualify in technical bids, will not be opened.
- 8. If both (Technical & Financial) bids are submitted in the same envelop, they shall be outrightly rejected.
- 9. Technical bids should be accompanied by the earnest money of Rs.20,000/(Rs. Twenty thousand only) with "PART-I Technical Bid", without which Bids will
 not be considered. The amount should be deposited in the form as mentioned in
 clause 41 of the terms and conditions for Technical bid in favour of "Rajasthan
 Financial Corporation" payable at Jaipur. If a bidder does not take up the work
 by the stipulated date, his EMD will be forfeited.
- 10. The EMD of the unsuccessful bidders will be refunded soon after final acceptance of successful bid and signing of Agreement and submitting

performace security.

11. Bid forms shall be filled in ink or typed. No Bid filled in pencil shall be considered. The Bidder shall sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the Bid.

12. Cancellation of the procurement process:

- 1) The corporation may be, for reasons to be recorded in writing, cancel the process of procurement initiated by it
 - a) At any time prior to the acceptance of the successful bid; or
 - b) After the successful bid is accepted in accordance with sub-sections (4) and (5).
- 2) The Corporation shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- 3) The decision of the corporation to cancel the procurement and reason for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- 4) If the bidder whose bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for performance of the contract, the corporation may cancel the procurement process.
- 5) If bidder is convicted of any offence under this Act, the corporation may
 - a) Cancel the relevant procurement process if the bid of the convicted bidder has been declared as successful but no procurement contract has been be entered into;
 - b) Rescind the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the corporation and the convicted bidder.
- 13. Time and date of opening of financial bids will be informed later on to <u>successful</u> <u>technical bidders only</u>.
- 14. The corporation's right to accept or reject any or all bids. The corporation reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.

15. Right to vary quantity:

- 1) If the corporation does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- 2) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:-

- a) 50% of the value of goods or services of the original contract.
- 16. The Bidder shall be deemed to have carefully examined the conditions, specifications, size and make of the Computers, Printers, Switch, LAN etc. Interested eligible bidders may obtain further information and inspect the computers in the office of the RFC.
- 17. The Bidder shall not assign or sublet his Bid or any part thereof to any other agency.
- 18. The officers/committee or duly authorized representative of the Corporation shall at all reasonable time have access to the Bid's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of goods.
- 19. The Bidder shall invariably, furnish complete address and Telephone/Mobile No./ Fax No./E-Mail no. or the premises of his office and workplace where inspection can be made together with full name and address of the person who is to be contacted for the purpose.
- 20. Bids received after the prescribed time and date shall be rejected.
- 21. 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 the bidding document with the RTPP Act 2012 and Rules 2013 thereto, the latter shall prevail.
- 22. The Bidder will have to submit GST Registration Number alongwith the technical bid, without which the Bids will not be considered.
- 23. All the enclosed documents, proforma's, annexures, certificates etc. should be self-attested by the Bidder along with stamping official seal. No documents without self attested will be considered.
- 24. The committee or officer authorized by the corporation, shall verify the information furnished regarding experience, certificate, manpower, Turn over, credentials of the bidder etc by way of personal contacts and/or written communication with the existing customers of the Bidder.
- 25. The price should be quoted including parts on comprehensive basis for the computers, laptop, printers etc.
- 26. The contract will be valid for a period of two year. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The period of AMC may be further extended on the basis of satisfactory performance and mutual consent.
- 27. The price may be quoted as per annexure enclosed including labour, statutory taxes and charges, transportation of materials etc. No other charges shall be paid. (GST as applicable shall be extra).

- 28. No advance payment would be made. Quarterly payment after satisfactory completion of each quarter would be made. However, payment against antivirus would be made after successful installation of the antivirus in all the computer systems.
- 29. The service provider will have to provide and station a full time qualified service engineer at Head Office of the Corporation to attend the complaints.
- 30. In case of emergency or urgent need of work, the service provider will also provide maintenance and repair services on holidays, and even after office hours also for which no separate cost shall be paid. In case of non-availability of drivers or supporting software required and the same is not available with the user or Corporation, the service provider will arrange the same from their own sources.
- 31. In the event of Service Engineer remaining absent/ on leave, without substitute thereof, deduction will be made @ Rs. 1000/- for each day of absence, from the contracted amount.
- 32. The service provider will rectify the complaints at district level offices within 24 hours and rest offices within 48 hours failing which standby arrangements will be provided by him without any additional charges.
- 33. Contract of AMC covers all items including CPU, memory, monitor, speaker, microphone, mouse, keyboard, switch, modem, LAN cable etc. No payment on account of any other item will be payable extra.
- 34. At the time of completion of the AMC all the computers must be in running condition. Warranty of the replaced parts shall remain valid for minimum twelve (12) months for work from the final acceptance.
- 35. In case of any dispute amongst the parties, the Managing Director of the RFC will be the sole-arbitrator and his decision shall be final and binding on both parties.
- 36. The bidder must also be registered with sales tax department and submit documentary proof of the same. The bidder should also provide GST Registration number.
- 37. The bidder should have full fledged office within sufficient manpower and store of spares at Jaipur.
- 38. The service provider will have to provide and install latest version of Antivirus for 24 months use as per following:
 - o For Head Office: Latest version of Symantec Endpoint Protection business pack OR Quick Heal Total Security Admin Console OR Mcafee Endpoint Protection.
 - o For Field Offices: Latest version of Norton Antivirus Latest Version OR Quick Heal Total Security OR Mcafee Antivirus Latest Version.
- 39. The bidder may visit RFC offices during working hours on any working day to check and verify the make, specifications and model of the computer hardware and peripherals.

- 40. The successful Bidder shall maintain the equipment mentioned in the Schedule "I" of the Bid form on the following terms and conditions:
 - i. Bidder shall provide maintenance service from 9.30 a.m. to 6.30 p.m. to keep the machine in good working order. The service shall consist of preventive and corrective maintenance of the computer systems and will include supply and replacement of parts.
 - ii. Consumables namely DMP printer heads, Printer cords, Power cable, ribbons, toner and cartridges are not covered under the contract

Note: The contract does not cover any application software but the operating system, networking software, utility software, LAN etc. should be treated as part of Contract items and Bidder shall be held responsible for failure of these items.

- iii. All spares supplied and replaced (items covered under AMC or not covered under AMC) shall be of the best quality, to the specifications, trade mark laid down for them and in strict accordance with the approved standard samples and in case if any materials of which there are no standard or approved supplies, the supplies shall of be of the very best quality and description available in India. The decision of the accepting authority shall be final as to the quality of the spares and shall be binding upon the Bidder and in case any of the articles supplied not being approved and thus shall be liable to be rejected or replaced and any expenses or loss caused to Bidder as a result of rejection or replacement of spares shall be entirely at the account of the Bidder.
- iv. In case spares other than of the approved quality, make or size are supplied they shall be rejected and will have to be replaced within a reasonable time by the Bidder without extra cost. If due to exigencies of public work or public interest such replacement is not possible, the prices of such articles will be reduced suitably. The prices fixed by the Corporation shall be final.
- v. The Bidder shall invariably furnish complete address to the premises of his office, godown and workshop where inspection can be made together with full name and address of the person who is to be contacted for the purpose.
- vi. The successful Bidder is required to maintain sufficient stock of spares to provide timely services.
- vii. The Corporation is free to make any attachment to the machine and it shall be informed to the Bidder. In case, movement of equipment is felt necessary the Bidder shall provide the service free of cost.

 Corporation reserves all the rights to addition/subtraction in the total number of equipments under AMC, the proportionate=amount would be paid/ deducted accordingly from AMC amount.

- viii. RFC will provide power supply points for various equipments. However, it will be the sole responsibility of the Bidder to ensure proper quality of power to all equipments. The Bidder may point out deficiency, in UPS, CVT etc. before executing contract. Corporation will not be liable to pay any damages on account of power supply and any other environment condition. In case any dispute arises during the contract period, the decision of MD, RFC shall be final & binding on the Bidder.
- ix. Bidder shall record its recommendations (if any) on Customer Call/Service Slip as well as in Maintenance Register. The two records should be signed by the respective representatives.
- x. The Bidder shall provide services for free installation/re-installation of Software, LAN, cable faults etc. The Bidder shall provide service and technical support on LAN during the tenure of AMC. The complete LAN including LAN cable, Switches, Jack Panels, I/O Box etc. irrespective to nodes at the end shall be maintained by Bidder and also extends the services in terms of labour for laying cables, fault detection in cable of LAN. The Cable & connectors shall be provided by the corporation, as & when required.
- xi. The Bidder shall provide virus free LAN, nodes and be responsible for complete detection and cure of virus at LAN (Windows, Linux etc.), Server irrespective to machines and OS such as Linux, Windows, DOS etc. at each node.

41. Earnest Money

- A. Technical Bid must be accompanied by Earnest Money of Rs. 20,000/- (Twenty thousand only). Bids submitted without earnest money will not be considered. Earnest money should be deposited in either of the following forms in favour of "Rajasthan Financial Corporation.", JAIPUR.
 - i. Demand Drafts/ Bankers Cheque/ Pay Order of the scheduled Banks shall be accepted.
 - ii. No interest will be paid by the corporation on the Earnest Money
- B. **Refund of earnest money**: The earnest money of unsuccessful Bidder shall be refunded soon after final acceptance of Bid.
- 42. **Forfeiture of earnest money**: The earnest money will be forfeited in the following cases:
 - i. When Bidder withdraws or modifies the offer after opening of Bid.
 - ii. When Bidder does not submit the undertaking within the specified time.
 - iii. When the Bidder does not deposit the security money after the maintenance order is given.
 - iv. When he fails to commence the maintenance of items as per maintenance order within the time prescribed.

43. (1) Undertaking and security deposit:

- i. Successful Bidder will have to submit an undertaking as per the Annexure-I (on non-judicial stamp paper, as applicable, at present Rs. 500/-) within a period of 7 days of receipt of order and deposit security equal to 5% of value of the Bid for which Bids are accepted.
- ii. The earnest money deposited at the time of Bid will be adjusted towards security amount.
- iii. No Interest will be paid by the corporation on security money.
- iv. The forms of security money shall be as below: -

Demand Draft/Bankers Cheque/ Pay Order only of the scheduled Bank/ Bank Guarantee.

v. The security money shall be refunded after successful expiry of AMC contract.

(2) Forfeiture of Security Deposit:

- (i) Security amount in full or part may be forfeited in the following cases: -
 - (a) When any terms and conditions of the contract is broken.
 - (b) When the Bidder fails to maintain the equipments satisfactorily.
 - (c) When an undertaking is not submitted within prescribed period.
- (ii) Notice of two weeks time will be given in case of forfeiture of security deposit. The decision of the Corporation in this regard shall be final.
- 44. The expenses of completing and stamping the undertaking shall be paid by the Bidder.
- 45. Rate shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections if any, should be made clearly and signed with dates. The rates should be inclusive of all.
- 46. Contract shall be deemed into force for a period of two year as specified in the maintenance order.
- 47. The contract of maintenance can be repudiated at any time if the maintenance is not done to the satisfaction of the Corporation.
- 48. Remittance Charges on payment made to the firms shall be borne by the Bidder.
- 49. When the Bidder is unable to provide the maintenance service within the specified period, the Corporation shall be entitled to get the maintenance

services from elsewhere without notice to the Bidder, but on his (i.e. Bidder's) account and risk, the maintenance or any spare parts thereof which the Bidder has failed to provide or if not available, the best and nearest available substitute thereof or to cancel the contract, and the Bidder shall be liable for any loss or damage which the Corporation may sustain by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such maintenance service made against default. The recovery of such loss or damage shall be made from any sums occurring to the Bidder under this or any other contract with the Government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage within one month, the recovery shall be made under the Rajasthan Public Demands Recovery Act 1952 or any other law for the time being in force.

50. If the Bidder fails to provide maintenance services, penalty may be imposed as per the following: -

- (a) Rs. 200/- per day per system.
- (b) Even standby system is provided but equipment is down for more than 15 days, in such case penalty after 15 days, shall also be applicable as per (a) above.
- (c) The decision of Competent Authority regarding penalty shall be final & binding on the Bidder.
- 51. Direct or indirect canvassing on the part of Bidders or their representatives will disqualify their Bids.
- 52. Order will be placed for two years contract but the service performance of the Bidder shall be reviewed after every three months. In case the services are not satisfactory, RFC may terminate the AMC agreement.
- 53. If any dispute arises out of the contract with regard to maintenance, the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the MD, RFC, who will appoint a senior officer of the corporation as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final & binding on the Bidder.
- 54. All legal proceedings, if necessity arises to institute may by any of the parties (Corporation or Bidder) shall have to be lodged in courts situated in Jaipur (Rajasthan) only and not elsewhere.
- 55. The rates quoted must be filled in prescribed form only and in the schedules I, as attached with the Financial Bid.
- 56. Bidders are required to submit the following information in the prescribed proforma's as enclosed along with the necessary documents with technical bid. The Bidder shall submit:
 - a) List of existing AMC customers as on date (Separate for both Govt. organization & non Govt. organization) in PROFORMA "A".

- b) List of existing Technical Manpower engaged by the firm exclusively for Annual Maintenance job in PROFORMA "B" (minimum 5 persons).
- c) List of Inventory available with the firm in the prescribed PROFORMA "C".
- d) History & descriptive note indicating overall performance of the firm in PROFORMA "D".
- e) A self certificate regarding the correctness of the information, documents, certificates etc. in the PROFORMA "E".
- f) Certificates from Govt. Deptt./Public Sector undertaking in the PROFORMA "F" (no other proforma shall be accepted).
- g) Check list for submission in PROFORMA "G".

57. Eligibility criterion:

The basic eligibility criterion under the technical bid shall be as under

- *a) The technical bid should be accompanied by earnest money of Rs. 20000/-
- *b) Minimum experience of 5 years for service of maintenance of computers & its peripherals, LAN, as on 31.03.2019 (enclose CA certificate or Balance Sheet in support).
- *c) Minimum present Technical Manpower engaged in maintenance 5 persons (details in proforma "B").
- *d) Maintaining satisfactorily computers & peripherals (Min. 150 computers) for two years i.e. 2017-18 and 2018-19. One order of minimum 150 computer should be from Govt. Deptt./ Public sector undertaking (certificates should be submitted in PROFORMA "F" only).
- *e) Bidder should have local office with own telephone & fax facility in Jaipur.
- *f) GST registration certificate as per condition no. 36,

CERTIFICATE

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the Bid will be altered/ changed.

Date:

Signature of the Bidder(S) alongwith the stamp of the firm/company. Also address of the Local office with phone/Fax numbers

Note:- * Should submit necessary documentary proof

(To be executed on a Non Judicial Stamp Paper of Rs.500/-)

UNDERTAKING

Signature & Official seal of the Bidder

Note: 1. No other form of undertaking shall be accepted

hereby accepted by us.

earnest money/security money/due payment shall stand forfeited.

(6) That the payment schedule mentioned in the maintenance Order/Bid is

List of Existing AMC Customers as on date

(Separate for Govt. Organisation and other than Govt. Deptt./ Public Sector Undertaking where maintaining Computers & Peripherals)

S. N.	Name of Organization	Location	Contact person & his Telephone	Period AMC	of	Туг	Type of Equipments maintained						Remarks
				From	То	I-3 I-5 I-7	Computers Pentium- IV	Laptop	DMP	Printers Laser	Multi Function al Printer	Networ k Switch	
						,					-		
						-							

*: In numbers.

Note:- No other separate sheet shall be accepted, use photo copy of this sheet, if required.

"Signature & Seal of the Bidder"

PROFORMA 'B'

<u>List of Existing Technical Manpower engaged Exclusively for AMC</u> (Minimum 5 Persons)

S	3	Technical Qualification	Institute/ College/ University	Year of passing	Duration of Course	Date of joining the company/ firm	Total experience	Area of Specialisation./ Specify H/W, S/W, LAN/ Networking etc.	Remarks
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Note:- No other separate sheet shall be accepted, use photo copy of this sheet, if required.

"Signature & Seal of the Bidder"

PROFORMA 'C'

List of Inventory available with the firm, as on date

Sr. No.	Name of Spares/Component	Make	Quantity of Stock Kept in Reserve	Time required to receive supply in case of Shortage	Remarks
			Reserve	supply in ease of shortage	
1.	Computer				
2.	Monitors (Color/TFTs)				
3.	Printers				
	a) DMP				
,	b) Laser		;		,
	c) Multi Functional Printer				
4.	Hubs/ Switch				
5.	Modems				
6.	Keyboards				
7.	CD ROM Drives				
8.	FDD			·	
9.	Hard Disk Drive (HDD)				
10.	Mother Boards				
11.	Printer encoder Cable				
12.	Printer Data Cable				
13.	Processors				
14.	Display Cards				
15.	LAN Cards				
16.	IDE Cards				
17.	SMPS				
18.	Specify other components also if any.				1.

Note:- No other separate sheet shall be accepted, use photo copy of this sheet, if required.

"Signature & Seal of the Bidder"

PROFORMA 'D'

History & Descriptive note on the firm

1.	Name of the Company/ Firm	:
2.	Date of Establishment/ formation of the Company/ Firm	:
3.	Name of the Chief Executive Officer (CEO)	:
4.	Experience of the CEO	:
5.	Turnover of the Company (as on) (Rs. in Lacs)	:
6.	Details of Man power a) Technical b) Non Technical	:
7.	(i) Address of Service Center at Jaipur(ii) Permanent address of the company(Head Office)	: :
8.	Major Activities of the Company/ Firm (Specify Sale, Maintenance. Consultancy etc.)	:
9.	List of major Customers along with assignments carried out for them	:
10.	Remarks	:

Signature of the Bidder(s) along with the stamp of the firm/ company.

Note:- No other separate sheet shall be accepted, use photo copy of this sheet, if required.

PROFORMA 'E'

(On official stationery)

Date:

. 2019

CERTIFICATE

I/ We hereby declare that all the information made in various Proforma's of the bid documents, in certificates, annexure, documents etc. are true & complete. At any stage during the bid contract, if any information, statement, certificate etc. is found false, incomplete etc. then my/our bid shall be treated cancelled with immediate effect, and earnest/security money shall stands forfeited.

"Signature & Seal of the Bidder"

Note: No other format of certificate shall be accepted.

(On official stationary)

Date: ,2019

* Performance Certificate

M/sin our department/organization since		is maintaining Computers, printers etc The details of the equipments under
1. Total Computers under AMC	:	Nos.
a) Computers (P-IV)	:	Nos.
b) Computers in LAN (Specify Novell/NT) e) 1-3, 1-5, 1-7 & Laptops	: :	Nos. Nos.
2. Total Printers under AMC	:	Nos.
a) DMPb) Laser Printerc) Multi Functional Printer	: :	Nos. Nos. Nos.
3. Specify other equipments under AMC, if any.		
The Maintenance services provided by M/S		has been
found satisfactory. The technical capability of Ma	'S	has also been
found satisfactory.		
This certificate is issued to M/S		for applying to RFC's AMC
for hardware & peripherals.		
Official Seal		Signature Name & Designation Contact Telephone & Fax number

*Note: - 1. The certificate shall have issued after release of Bid for minimum 150 computers

2. No other format of certificate shall be accepted.

PROFORMA 'G'

Check list for submission of Technical bid

Sr. No.	Conditions	Enclosed Yes/ No	Remarks
1.	Earnest Money		
2.	GST Registration Number		
3.	Proforma 'A'		
4.	Proforma 'B'		
5.	Proforma 'C'		
6.	Proforma 'D'		
7.	Proforma 'E'		
8.	Balance sheets of the Firm/ Company for the last five years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19)		
9.	Performance Certificates from Govt. department/ PSU in Proforma "F".		
10.	Certificates of Technical education & Experience of manpower engaged in maintenance.		

Signature of the Bidder(s) along with the stamp of the firm/ company

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 anticompetitive 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.

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 obligations, or compliance with applicable laws and regulations.

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the 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 decisions of the procuring Entity regarding the bidding process; or
- (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 subcontractor, not otherwise participating as a bidder, in more than one bid; or -
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, Works or services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to	my/our Bid s	submitted	to		:	for procurement of
in	response	to thei	Notice	inviting	Bids	NoI/we
h	ereby declar	e under Se	ction 7 of	Rajasthan	Transp	arency 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 Entry;
- 2. I/we have fulfilled my/our obligation to pay such of the taxes payble 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 our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 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;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Managing Director, RFC Udyog Bhawan, Tilak Marg, Jaipur

The designation and address of the Second Appellate Authority is **Chairman**, , RFC Udyog Bhawan, Tilak Marg, Jaipur

(1) 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 provisions of the Act or the rules or the guidelines issued thereunder, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

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

(4) Appeals not to lie in certain cases:-

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

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality



(5) Form of Appeals:-

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

(6) Fee for filing Appeal:-

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

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing
- (b) On the date fixed for hearing, the first appellate authority of 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.

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. It 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 errors, 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. At the time of award of contract, the quantity of Goods, Works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. 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.
- (i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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 to be procured 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 that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

FORM No. 1 [see rule 83]

Memorandum of Appeal under the Rajasthan

Transparency in Public procurement Act, 2012

the		NoBefore	
(i) Name of the appellant: (ii) Official address, if any: (iii) Residential address: 2- Name and address of the respondent(s): (i) (ii) (iii) 3- Number and date of the order appealed Against and name and designation of the Office/authority who passed the order (Enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved: 4- If the Appellant propose to be represented by a representative the name and postal address of the representative: 5- Number of affidavits and documents enclosed with the appeal: 6- Grounds of appeal:	the	(First/Second Appellate authority)	
(ii) Official address, if any: (iii) Residential address: 2- Name and address of the respondent(s): (i) (ii) (iii) 3- Number and date of the order appealed Against and name and designation of the Office/authority who passed the order (Enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved: 4- If the Appellant propose to be represented by a representative the name and postal address of the representative: 5- Number of affidavits and documents enclosed with the appeal: 6- Grounds of appeal:	_	• •	
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	Place :		
Appellant's Signature	Date :	<u></u>	
Appellant's Signature	// 0		
		Appellant's Signature	

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RFC

TENDER FORM

COMPREHENSIVE ANNUAL MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS

FINANCIAL B I D

" Signature of Bidder"

PART - II RAJASTHAN FINANCIAL CORPORATION UDYOG BHAWAN, JAIPUR

BID FORM FOR FINANCIAL BID

1.	Bid for "COMPREHENSIVE ANNUAL MAINTENANCE of Computer Hardware and
	Peripherals as per Schedule – I".

2.	Name and full postal address of the firm/ co	ompany: -
	Name of Contact Person	Designation
	Telephone No	•
	Mobile No.	
	Fax No.	·
	E-Mail No.	
3.	Total quoted AMC charges (Inclusive all) w	thout GST:
	Rs. (in figures): -	
	Rs. (in words): -	
	(The prices should also be filled in the sc	hedule-I)
4.	The offer (quoted AMC charges) is effective which may further be extended.	from2019 to2021
Da	te:	Signature of the Bidder(S) alongwith stamp of the firm/company

TO BE COVERED UNDER AMC 2019-21

Schedule- I

DETAILS OF HARDWARE AND PERIPHERALS FOR AMC WITH PARTS

S.No.	Description	Unit	1			Rate (Rs.) (without GST)	Amount(Rs.)
			НО	Field	TOTAL		
1	Desktop with CRT Monitor	Nos.	32	42	74		
2	Desktop with TFT Monitor	Nos.	15	20	35		
3	Laptop	Nos.	16	.0	16		
	HP ALL in one Desktop	Nos	1	0	1		·
5	Laser Printer	Nos.	35	32	67		
6	Network Printer Canon LBP6300DN	Nos.	1	0	1		
7		Nos.	1	0	1		
8	DOT Matrix Printer	Nos.	2	0	2		
	Multifunctional Printer	Nos.	2	5	7		
	Networking Switch including Networking	Nos.	7	18	25		
11	Antivirus Make	Users	64	62	126		I AN E