

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD
(A Government of Rajasthan Undertaking)

TENDER

FOR

Supply, Installation of
Computers/ Peripherals & Equipment's
with three years on-site warranty at
RSIC Head Office, Jaipur

Tender Document Cost: Rs 500/-(including GST)(Non refundable)
DD In Favour of "The Rajasthan Small Industries Corporation Limited"

Earnest Money Deposited: Rs. 9,000/-(Refundable)
DD In favour of "The Rajasthan Small Industries Corporation Limited"

Estimated Value of Tender Rs. 4,50,000/-

Last Date 28.11.2022 till 1 PM

-

Head Office

Udyog Bhawan, Tilak Marg,
Jaipur 302 005

Tel: 0141-2227079

Fax: 0141-2227257

Website: www.industries.rajasthan.gov.in/rajsico and sppp.rajasthan.gov.in

Email: rajsico@rajsico.gov.in

CIN.U91110RJ1961SGC001118

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		THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD. (A Government of Rajasthan Undertaking) Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302 005 Phone: 0141-2227079 Fax: 0141-2227257 Website: http://industries.rajasthan.gov.in/rajsico E-mail: rajsico@rajasthan.gov.in CIN- U91110RJ1961SGC001118	
<u>TENDER NOTICE 25/2022-23</u> RSIC invites sealed tenders in two bid system from OEM/Authorized Dealers for Supply & Installation of Computers/Peripherals & Equipment's at RSIC,Head Office, Udyog Bhawan,Jaipur with three-year on-site warranty. Last date of submission is 28.11.2022 till 1 PM. For details visit following website: sppp.rajasthan.gov.in and industries.rajasthan.gov.in/rajsico <i>Managing Director</i>			

NOTICE INVITING TENDER FOR SUPPLY & INSTALLATION
OF COMPUTER & PERIPHERALS
AT RSIC HEAD OFFICE, UDYOG BHAWAN, JAIPUR
WITH THREE YEARS ON-SITE WARRANTY

TENDER IDENTIFICATION NO. 25/2022-23

LAST DATE OF SUBMISSION OF SEALED TENDER 28.11.2022 UPTO 1.00 PM

RSIC invites sealed tenders in two bid system from Original Equipment Manufacturer (OEM), Authorized Dealers and Indian agents for **Supply & Installation of Computer and Peripherals at RSIC, Head office, Jaipur with three-years on-site Warranty**,

1. The above said job should be completed in total period of 90 days.
2. Bid/ tender set comprises of the following:
 - a) Techno- Commercial Bid - (Part-I)
 - b) Price Bid -(Part-II)

The Tender/Bid shall only be submitted through Two Bid System as mentioned in two envelope superscripted by Technical Bid and Financial Bid separately

Tender Document Download from sppp.rajasthan.gov.in or RSIC Website

industries.rajasthan.gov.in/rajsico ; Bid Submission End Date 28.11.2022 Time 1.00 PM. Bid Opening Date 28.11.2022 Time 3.00 P.M.

Tender shall be submitted along with earnest money and tender Cost physically in one envelope separately. DD towards tender cost of Rs. 500/- (included GST) in favor The Rajasthan Small Industries Corporation Ltd , and DD of Rs 9000/- as EMD (2% of estimated value) in favor of The Rajasthan Small Industries Corporation Limited Physically. For details visit our website: <http://industries.rajasthan.gov.in/rajsico> **and sppp.rajasthan.gov.in. Relaxation in EMD / Performance Security as applicable for firm who registered under SSI/MSME etc. Copy enclosed for relaxation.**

Part-1 (Technical Bid)

- a. Complete set of tender document Part-I (Techno-Commercial Bid) as issued, duly filled and signed and sealed by the Bidder on all pages along with all supporting certificates, work orders, etc of similar works preferably for Govt. institutions, PSUs, Private Sector RSICs etc and other details as specified in tender.
- b. Demand draft/ Banker cheque for Tender Cost Rs. 500/- , Earnest Money deposit (EMD) of Rs. 9,000 (2% of estimated value) from any scheduled/nationalized Bank in favor of **RSIC** payable at Jaipur
- c. Addendum / corrigendum issued, if any, by the RSIC, Duly Signed.
- d. Other Submittals as indicated in the tender document Part-1.

Part-2 (Price Bid)

- a. Commercial Bid Part-II (i.e., Price Bid) duly filled & signed by the Bidder.

TERMS & CONDITIONS

Tenders in two parts are invited for “**Supply & Installation of Computer/ Peripherals at RSIC Head Office under buyback of Obsolete Computer/Peripherals with three-years on-site Warranty**” The estimated cost of the captioned work is approximately Rs. 4.5 Lakhs.

1. Eligibility (Pre-qualification) Criteria:

Sr. no.	Parameters	
1	Bidder Firm	Original Equipment Manufacturer(OEM)/ Authorized Dealers and Indian agents
2	Average Sales Volume of the Agency in the last 4 years	The Agency should have sales turnover of Rs.50 Lacs in the last 4 years and successfully installed Computer/Equipment's in Govt. Department /PSU/Reputed Private Sector. Four years Balance Sheet/ Income Tax Return required
3	Work experience in same business	Minimum 5 years in the business is required
4	Office and Service centre	The agency should have service centre functioning in Jaipur Rajasthan or it should have its authorized dealer / service centre at Jaipur.
5	Reference site	Furnish details like name, address and telephone numbers of customers, to whom Computer/Peripherals Equipment's at any Govt. Department/PSU/Reputed Company during the last 3 years
6	No. of qualified engineers	Mention number of qualified engineers of the agency (Minimum one qualified engineers Degree/ Diploma holders) is required.
7.	Registrations	Firm Registration./GST Registration/ Pan of Firm is required.
8.	OEM / Authorization Letter	OEM/ Authorization Letter is required.

2. Tender forms can be downloaded from the website **industries.rajasthan.gov.in/rajsico and spps.rajasthan.gov.in. till 28.11.2022 upto 1 PM** The cost of tender documents, non-refundable sum of **Rs 500/-**(included GST) favoring **The Rajasthan Small Industries Corporation Ltd**, payable at **Jaipur** in the form of Demand Draft along with all the information / documents, mentioned in techno-commercial bid, will have to be submitted in two bids system sealed cover as mentioned above, addressed to Company Secretary, The Rajasthan Small Industries Corporation Ltd. Udyog Bhawan, Tilak Marg, Jaipur 302001 up to **01.00 PM on or before 28.11.2022** for RSICs' examination. After scrutiny, if any of the Bidder are not found to possess the required eligibility, their tenders will not be accepted by the RSIC for further processing.
3. **Part I of the tenders will be opened at 3.00PM hours on 28.11.2022 in the presence of the Bidders who choose to be present. Part II (financial bid) of the tender will be opened on a subsequent date which will be intimated to the only Technically qualified Bidders .**

Important Instruction:-The Law relating to procurement “ The Rajasthan Transparency In Public procurement Act, 2012” [hereinafter called the Act] and the “The Rajasthan Public procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provision of the Act and Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1. Bidder should submit the Tender Document offline on two separate packets “Technical” submit along with DD of Tender Fees, EMD and rates should be submitted in Separate packet “Financial” as per the instructions specified in the tender document.
2. Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard format (Financial Bid) with the tender document, then the same is to be downloaded and to be filled by all the bidders. If the Financial Bid is found to be modified by the bidder, the bid will be rejected.
3. For all those bidders/contractors submitting experience certificate issued by Private Organizations and not by Govt./Semi Govt./PSU, the bidder is required to submit TDS Certificate for the cost of work done.
4. Bidder shall submit proof / authority of Manufacturing dealer of Company whose products are proposed to supply under this procurement.
5. Bidder shall submit **Performance/Experience Certificate** in respect of the works claimed against experience as mentioned in above at point no3. These certificates may be duly attested and issued by the **end-user agencies** for whom the works have been carried out and shall be endorsed by the bidder, clearly indicate the following:
6. Any Query of Bidder may be sent to our email id rajsico@rajasthan.gov.in and it may be replied.

Terms & Conditions (Two bid System -Technical &Financial)

- (i) The Tender Document is not transferable under any circumstances.
- (ii) Tender shall be submitted in Two Bid System
- (iii) Tender should be submitted in two bid.
- (iv) The Earnest Money and Tender fee shall be in the form of Demand Draft / Banker Cheque of Schedule Bank drawn in favor of “The Rajasthan Small Industries Corporation Ltd.”. payable at Jaipur shall be submitted in the office of the Chief Accounts Officer, Uydog Bhawan, Tilak Marg, C-Scheme, Jaipur upto schedule date and time.
- (v) The Corporation reserve right to cancel the BID without assigning any reason to the Bidder or anyone else.
- (vi) The Service Tax, GST & other taxes payable if any, under the contract shall be paid by the Bidder
- (vii) Conditional offers and casual letters sent by the Bidder will not be considered.
- (viii) Bidders are requested to read the instruction in the Technical Document/Bid before submitting the Tender/BID
- (ix) The above terms & conditions of the Bids may also be seen on RSIC website **Industries.rajasthan.gov.in and sppp.rajasthan.gov.in** along with the BID invitation Notice.
- (x) bides should be submitted separately Technical and Financial in two separate packets

Signature and seal of the Bidder

Name & scope of work Date & No. of contract/order Contract value/quantity Date of completion o
Contact Details like Email/Phone No./Fax No. Certificate that the supplied & installed systems have
performed satisfactorily after Commissioning for Demo RSIC may inspect the machine installed by
bidder.

7. Original Equipment Manufacturer (OEM)/Authorization letter for the offered
Computer/Equipment's shall be submitted.
8. Bidder firm or its Partners or its Directors have not been blacklisted or any case is pending or any
complaint regarding irregularities is pending, in India or abroad, by any Indian State/Central
Governments Departments or Public Sector Undertaking of India. Bidder firm(s) not meeting this
criterion may not apply. At any stage of evaluation, if it is found that the bidder firm has given wrong
or misleading information, then bid of such bidder firm(s) shall not be evaluated further and shall be
liable for rejection. In such cases, the corresponding bidder firm's EMD shall be forfeited and the
bidding firm shall be blacklisted.
9. Bid shall be evaluated on the basis of financial bid quoted by technically qualified bidder subject to
fulfillment of the condition.
10. The RSIC is not bound to accept the lowest tender and reserves the right to accept either in full or
in part any tender. The RSIC also reserves the right to reject all the tenders without assigning any
reason therefore.
11. Spares for the product offered should be available for at least 5 years after completion of works.
12. Delivery of Computer/Peripherals will be made at RSIC Head Office as per tender
13. RSIC can place order less or above the quantity of items under bid as per RTTP Rules
14. **Warranty:-**
 - 14.1 The offer must include comprehensive onsite warranty(FMS) at RSIC Head Office of minimum
three years (36 Months) from the date of installation and commissioning of the equipment.
 - 14.2 Supplier shall be fully responsible for the manufacturer's warranty in respect of proper design,
quality and workmanship of all equipment's, accessories etc., covered by the offer. The supplier
must warrant all equipment's, accessories, spare parts etc., against
any manufacturing defects during the warranty period. During the warranty period the supplier
shall maintain the equipment and repair/replace all the defective components at the installed site at
no additional charge of whatsoever nature to the RSIC. The supplier should ensure that the defects
in the Computers/Peripherals Equipment's reported on any working day is set right on the same
day and in no case later than the next working day. In case, the system or any equipment cannot be
repaired within the stipulated period, the supplier should provide a replacement till the system/
equipment is returned duly repaired.

Signature and seal of the Tenderer

TERMS & CONDITIONS WITH SPECIAL INSTRUCTIONS

- 1 The item rates agreed at the time of acceptance of tender will remain valid throughout currency of contract and fluctuations in the prices of any material, equipment, labor etc. except will neither be considered at any stage during currency of contract nor be compensated.
- 2 If the Bidder fails to accept the work order issued at the rates originally quoted by him in bid (and negotiated subsequently, if any), the Earnest Money shall be forfeited.
- 3 Bidder shall sign all pages and wherever provided in the tender failing which the tender shall be liable for rejection. Tenders which do not contain DD towards tender cost of Rs. 500/- (included GST) in favor RSIC and DD of Rs 9,000 as EMD (2% of estimated value) in favor of RSIC and that do not fulfill any of the conditions mentioned herein will be rejected.
- 4 The tender shall be submitted only in the prescribed tender documents. along with DD for the Earnest Money deposited Tender cost fee with the tender form.
5. The Bidder should study all the tender documents carefully and understand the same including all instructions, conditions and specifications, etc. before quoting the rates. If there are any doubts, they should get clarification in writing but, this shall not be a justification for submission of late tender or extension of opening date. Tender should be submitted strictly in accordance with the specifications and other tender documents.
6. Please note that all the rates for the items will be inclusive of any taxes which may be applicable and inclusive of handling, transportation, unloading and any other relevant charges. These rates would remain firm during the contract and no escalation under any circumstances would be admissible
7. The quoted rates should be inclusive of all equipment, lift, materials, labour, octroi, duties, GST, turnover tax, customs duty, etc. required in connection with the completion of work to the entire satisfaction of the client and consultants. All the material are to be supplied by the Bidder unless otherwise stated. No claims for upward revision of rates will be allowed on account of any increase in tax, duty, etc. The selected contractor is required to produce the proof of payment of various taxes, if desired by RSIC.
8. All taxes and duties shall be paid by Bidder including works contract tax, and octroi.
9. Variation in taxes, if any, shall not be paid / recovered during the period of contract.
10. Every page of the tender document shall be signed by the Bidder at the end of last entry thereon.

Signature of the Bidder

11. All entries in tender document should be in English and readable. All corrections should be attested under full signature of the Bidder. Corrections where necessary should be made by scoring the wrong words/figures by drawing a line across them and attesting these with full signature of the Bidder. These shall not be erased or overwritten.
12. The tenders shall be valid for period of 120 days from the date of submission of the tender. No upward revision of rates will be accepted after opening of the tender. If the tender fails to accept the work order, if placed at his originally quoted rates, or subsequently negotiated rates, as the case may be, the Earnest Money shall be forfeited once the tender is accepted and the Work Order is placed on the successful **Bidder** the rates shall be valid till the entire contract (100%) is completed.
13. If RSIC decides to place Work Order for Additional scope of work in the same premises or to amend the original work for additional scope of work in the same premises, the Bidder shall be bound to accept the same at rates contained in the original work order; provided such work order or amended is issued prior to completion of the work contained in the original work order.

14. copy of partnership Deed/ MOA

A self certified copy of partnership Deed/ Memorandum of Article association should be sent along with the tender. Power of Attorney of authorized signatories is also required to be submitted with tender (Technical Bid) along with authority letter in favour of person who is signing bid on behalf of Firm/LLP/company

15. Acceptance of Tender

Incomplete tenders, conditional tenders, tenders received through courier / post or late or tender not confirming to the terms and conditions prescribed in the tender documents or not accompanied by the requisite Tender fee and earnest money will be rejected. Requests for adjustment of pending bills or any other amount towards Earnest Money Deposit will not be entertained.

16. Acceptance of Letter Of Intent (LOI) by Tenderer

After communicating the RSIC acceptance of the tender, if the Bidder fails to return the duplicate copy of Letter of Intent duly signed in token of their acceptance within 7 working days from the date of issue of LOI , the Earnest money Deposit will be forfeited assuming no interest in the work shown by the Bidder.

17. Execution of Work

- a. The responsibility of safety and security of equipment brought or installed by the Bidder (till they are handed over to the client) will remain with the Bidder and any claim whatsoever nature due to any loss or otherwise will not be entertained . The Bidder will have to hand over complete job in its entirety of Work Order.
- b. The Bidder is not entitled for any sort of compensation towards materials procured / stored in excess of the actual required / measured quantities, if any.
- c. The Bidder shall carry out works as per directions in the tender/ work order. The Bidder shall not undertake on his own any changes in the specifications mentioned in the tender documents and work orders. In case of doubt, the Bidder will refer the matter in writing to the RSIC and Bidder shall carry out the item of works as per clarifications given in writing.

- d. The RSIC reserves the right to increase or decrease the tendered quantity of any or every item and delete any item at any stage of work. Bidder shall execute the increased quantity at the accepted tender rates. The Bidder's claim for compensation or damages on account of these shall not be entertained.
 - e. If the performance of the successful Bidder is found to be unsatisfactory, the RSIC reserves the right to cancel in part or whole of the contract and get the works executed through alternative means at the entire risk and cost of the contractor on whom the order was first placed by giving 7 days notice. In such cases, the Bidder should make good all losses that the RSIC may incur due to this.
 - f. If the Bidder does not complete the contract within the prescribed time limit given in the LOI / Tender documents, the RSIC may give from time to time such extension of time limit for completion of work without prejudice to the RSIC right to recover liquidated damages as per the terms and conditions given in the contract.
 - g. The RSIC reserves the right to reject any or all of the tenders received without assigning any reason thereof. Further, the RSIC reserves the right to avoid any component of the work, split the work to two tender or to award the entire work to one Bidder
 - h. The Bidder shall carry out & complete the work in every respect in accordance with this contract and with the direction of and to the satisfaction of RSIC.
 - i. The Bidder shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawing, specification and schedule of quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Bidder finds any discrepancy in the drawings or between the drawings, specifications and schedule or quantities be shall immediately refer the same in writing to the RSIC, and the decision of the RSIC shall be final and binding on all parties.
 - j. Time shall be considered as essence of the contract. The RSIC reserves the right to terminate the contract if the Bidder fails to execute the job within the specified period.
 - k. In all matter of dispute arising on the work, the decision of Managing Director, RSIC shall be taken as final and will be binding on the Bidder.
 - L. No extra work shall be executed by the Bidder without written permission of the RSIC. For execution of any extra item Bidder shall submit rate analysis with necessary documents/quotation/bills etc.
18. As the work is to be executed in the RSIC Head Office, the Bidder should maintain necessary decorum while installation of the equipment's. He shall also co ordinate with the RSIC's in charge of unit as also arrange for proper cleaning and removal of debris from site if any. Any misbehavior/ non-compliance in the matter will be reviewed seriously and suitable action viz., removal of his labor, termination of contract; penalty etc would be initiated at the discretion of the RSIC.

19. **Inspection**

Post delivery and installation, Site Acceptance Test (SAT) will be done by the constitute Committee by RSIC with following members.

- A. CAO,RSIC
- B. Manager(GAC), RSIC,
- C. Dy.Jr.Manager(Sytems),RSIC

This Committee will check the details of the technical parameters claimed by the Bidder submitted their report for clearing payment.

20. Security Deposit

- i) The successful Bidder shall furnish a 5% Security Deposit on contract value before commencement of the contract, failing which the Earnest Money Deposited mentioned above will be forfeited in full and the Contract shall be liable to be cancelled at his risk and cost subject to such other remedies as may be available to the Corporation under the terms of the Contract. This amount shall be deposited with the Corporation in the form of a bank draft, FD and inform of Bank Guarantee drawn in favor of “The Rajasthan Small Industries Corporation Limited” payable at Jaipur. The Earnest Money will be adjusted against the Security Deposit. Security Deposit amount will be released only after expiry of warranty period (36 months) of supplied equipment’s.
- ii) If the successful **Bidder** had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Contract and a fresh Security Deposit will be required to be furnished.
- iii) Any amount of dues of the Corporation standing against the Contractor shall be deducted from the Security Deposit, or from any other amount payable to the Contractor, including other contracts. In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Corporation. Should that sum, also be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Corporation on demand the remaining balance due.
- iv) Whenever the Security Deposit falls short of the specific amount, the Contractor shall make good the deficit so that the total amount of the Security Deposit shall not at any time be less than the specified amount.
- v) The Security Deposit may be forfeited if the Contractor leaves the Contract before the expiry of the Period of Contract or if he puts the Corporation to a financial or other loss by his conduct or otherwise or if he breaches any of the terms and conditions of the Contract or for any other reason by which he renders himself persona *non grata* for the Corporation.
- vi) The Security Deposit shall be refunded to the Contractor after the successful completion of the warranty period of equipment supplied and issuance of a “No Dues Certificate” by the RSIC, head office Company Secretary(Sys). However, even if there is any delay in refunding the Security Deposit, the Contractor will not be entitled to any interest.
- vii) No interest shall be paid on the Security Deposit or any other amount withheld for any reason or lying with RSIC in any form under the Contract.

21 Validity of Bids

Each Bid shall be considered to be a firm offer and further, that the offer shall remain valid and open for a period of not less than 90 days from the last date of “submission of Tenders”. Any prospective Bidder cannot withdraw his offer.

22 Rejection of Bids

Offers submitted by **Bidder/s** shall be rejected where the prospective Bidder or someone on behalf of such prospective Bidder directly or indirectly offers any monetary or other inducement to influence the members of the Evaluation Committee or any other authority with a view to securing the Contract, make false or misleading statements to influence RSIC in any way in the process of examination, clarification, evaluation and comparison of offers or questioning RSIC’s decisions concerning the award of the Contract.

23 Payment Schedule

After Site Acceptance Test (SAT) recommendation of Constituent Committee 100% payment will be made by RSIC..

24 Settlement of Disputes and Adjudication

1. All disputes and differences arising out of or in any way concerning financial and /or accounting matters shall be referred within a period of 3 months and resolved by a dispute settlement committee constituted by the Managing Director for the purpose.
2. All disputes and differences arising out of or in any way concerning this Contract shall be referred to the Managing Director himself, herself or his or her nominees for the sole arbitration/adjudicator for adjudication. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation, that he has dealt with the matters to which the Contract relates and that in the course of his duties. Matter referred to the arbitrator shall not be more than the value of Rs. 25 Lacs in case of value of more than Rs.25 Lacs matter will be referred to the jurisdiction court as per law. As such arbitration shall be final and binding on the parties to the Contract. If the person to whom the matter was originally referred to for arbitration becomes unable to function on account of vacation of office, transfer, resignation, retirement from services, suspension or for any other reason whatsoever, the Managing Director shall nominate another person to take over his function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitrator shall give reasons for the award.
3. Any demand for arbitration in respect of any claim(s) of the Contractor shall be in writing and made within three years of the date of termination or expiry of the Contract or the arising of disputes or differences, failing which the claim(s) of the Contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the Contract.
4. The venue of arbitration shall be Jaipur.
5. The work, under the Contract shall, if not impossible continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
6. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.
7. The cost of Arbitration shall be borne by the parties as per the decision of the Arbitrator.
8. It is agreed between parties that In case of dispute the jurisdiction of court cases shall be Jaipur only.

I / We hereby declare that I / We have read and understood the above instructions and the Same will remain binding upon me / us in case the work is entrusted to me / us.

Signature of the Bidder

11
TECHNICAL BID

Supply & Installation of Computer/Peripherals & Equipment's with three-years onsite warranty Contract with spares" at RSIC Head Office.

Technical Bid (Part-1)

(A) - Format for submitting Eligibility Criteria : (To be filled by the Tenderer with necessary documents)

<u>Sr. No.</u>	<u>ELGIBILITY CRITERIA</u>	<u>REMARKS & Page number of the relevant document submitted for easy reference.</u>	
		<u>DESCRIPTION</u>	<u>REMARKS</u>
1.	(a) <u>Original Equipment Manufacturers (OEM)/ their authorized dealers and Indian agents along with current valid authorization certificate (To be attached)</u> (i.e. experience of Supply of Computer/Peripherals Equipment's (b) Agency should have supplied and installed Computer/Peripherals Equipment's in Govt. Department/PSUs/Private Sector (c) Have a minimum turnover of Rs. 50 Lacs during last <u>4 years</u> (2021-22, 2020 -21 , 2019-20 and 2018-19) . Last 4 years Balance Sheet/ Income Tax Return submitted. (d) Have the <u>authorized service set up</u> for rendering after sales service.		
2	Composition of the Bidder - copy of the Articles of Association / Power of Attorney on stamp paper of Rs.100/-in the name of authorized signature of tender.		
3.	Firm Registration, GST Registration, PAN Card of Firm, Adhar Card or Latest GST Return		

Signature of Bidder firm authorized Signatory

4	Work experience & Completion certificate of similar works during the specified period. These certificates may be duly attested and issued by the end-user agencies for whom the works have been carried out and shall be endorsed by the bidder, clearly indicate the following: a) Name & scope of work b) Date & No. of contract/order c) Contract value/quantity d) Date of completion of work e) Contact Details like Email/Phone No./Fax No. f) Certificate that the supplied & installed systems have performed satisfactorily after commissioning.		
5	Turn over during the specified period (Indicate turnover for three F Ys- 2021-22, 2020-21, 2019-20 and 2018-19) attach supporting documents.		
6	Name(s) and address(es) of the costumers to whom computers/Peripherals Equipment's has been supplied and their present contact details of End users		
7	Name and address of Local office and service centre		
8	EMD Rs 9000/- (2% of estimated value)		
9	Cost of the Tender FORM non-Refundable payment of Rs.500/- (included GST) as per Demand Draft.		

Note: Please attached the copy of documents (Details mentioned without relevant/necessary proof shall not be considered)

1. Price Bid of technically qualified bidding firms opened by RSIC shall then be examined and evaluated by RSIC for overall economy, as per tender terms & conditions, and the overall lowest economical quote against the complete scope of work defined in this tender shall be considered for award.
2. No Deviations to the offered items is acceptable.
3. The tenders shall be compared on the basis of price quoted by the bidder firm for the entire scope of proposal on SPPP portal. All the tenders shall be evaluated for the supply cost of equipment, accessories and expenditure towards services like installation, training, transportation, insurance, maintenance during warranty period of contract with spares and all applicable quotes.
4. The acceptance of the tender shall be intimated to the successful bidder firm by RSIC through FAX/letter/telephone/e-mail, etc.

Signature of Bidder firm authorized Signatory

(B) - Commercial Conditions- Acceptance check list

<u>Sr. No.</u>	<u>Description</u>	<u>RSIC Terms</u>	<u>Tenderer's terms and Acceptance</u>
1	Validity of offer/Rate	90 days	
2	EMD	Rs 9,000/- (2% of estimated value)	
3	Terms of payment	(a) 100% of the contract value on successful completion of works and report completion of SAT Security will be rereleased only after completing of warranty period (36months) of the contract value after completion of	
4	Prices/ Rates	Should be quoted inclusive of all taxes, duties, octroi, entry tax, transportation, loading/ unloading, insurance, levies, GST, etc. during the contract period.	
5	Warrantee Period	Minimum 36 months from date of successful handing over with spares	
6	Service after sales	Free of cost during the Warranty period.	
7	Completion period	15 Days from date of award of contract.	
8	Liquidated damage for delay in supply / installation	1% per week of the Capital cost of Equipment.	
9	Time allowed for rectification during warranty period and penalty	Bidder will responsible to rectify/replace faulty parts the problem reported him. Maximum 24 Hours on receipt of complaint and penalty @ Rs.100/- per day thereafter .	
10	Service facility	Service facility shall be available at Jaipur where Computer/Peripherals is to be installed and shall be approachable on telephone/ mobile.	
11	Address of Service center		
12	Contact Person's and mobile no.		
13	Service Engineer available at Jaipur	Minimum one qualified engineers (Degree/ Diploma holders) will be provided in Jaipur whenever any rectification call made by RSIC Head Office incharge	
14	Name and Contact details with number of Service Head		

Signature and seal of the Bidder

TECHNICAL SPECIFICATIONS COMPLIANCE

(A) Computer/Peripherals and Equipment's

NOTE:

The Bidder shall submit only one proposal that meets the specification of this tender document, indicating clearly the make and model of each item of equipment being offered. Other product or alternative offer shall not be accepted or considered for evaluation. In respect of different items of equipment required for the system, only the offered item of each type of equipment shall be submitted in the technical bid. Any Bidder who submits complete range of models for each individual item of equipment or offers multiple

alternatives as a choice for individual item without clearly indicating the model that is actually offered for this work, shall have his tender out-rightly **rejected without any correspondence.**

- i) For stating **compliance**: Write “C” in the third column below.
- ii) For stating **Non-compliance**: Write “NC” in the third column below.
- iii) For stating **Partial compliance** or **conditional compliance**: Write “PC” in the third column below.
- iv) Against each compliances tatement, write specific Para and page of supporting technical documentation (from which the stated compliance could be verified in fourth column below).

Specifications of the equipment better than those mentioned below shall be accepted.

The specifications detailed hereunder are the minimum requirements. Bidders may offer System/Equipment/Accessories/Software of better specifications as per system design proposed by the bidder. However, no preference or weightage shall be given to bidder for offering such System/Equipment/Accessories/Software of specifications higher than the tender specification.

Sl. No.	Requirement	Statement of compliance
1.	General Requirement:	
1.1.	The equipment shall be compact, fully solid state, highly reliable and shall use latest state of the art technology.	
1.2.	The system has to be designed to operate for 24 hours per day, 365 days in a year.	
1.3.	Hot standby arrangement should be provided for Control Circuits, Servers, Network components, storage, UPS power etc.	
1.4.	The design and selection of equipment shall be consistent with the requirements of long term trouble free operation with highest degree of reliability and maintainability.	
1.5.	All equipment shall be continuously operate safely without undue heating, vibration, wear, corrosion, electromagnetic interference or any similar problems.	
1.6.	The system shall be designed for continuous operation. The design life of the equipment shall be a minimum of Five years.	
1.7.	This life shall be achievable through normal and regular maintenance and without major dismantling or overhauling, etc.	

Signature of Bidder

1.8.	All types of spares and spare modules shall be made available by the bidder during life time of the equipment for maintenance, repair and up keep of the equipment.	
1.9.	The OEM shall undertake and ensure implementation of its offered solution and shall keep in view safety and protection of personnel during normal operation and maintenance.	
1.10.	Safety and protection of personnel during normal operation and maintenance or during malfunctioning of any equipment shall be ensured as an integrated feature of design, manufacture and installation. Adequate protection shall be included for ensuring safety of personnel from any possible hazards, including EMI radiation, high voltages, etc. The bidder shall furnish the details of EMI and Safety Standards met by offered equipment's and built in safety features.	
1.11.	The equipment shall be constructed on a modular basis, using plug-in type units and components to the extent possible. Parts subject to failure, wear, corrosion or other deteriorations or requiring occasional inspection, adjustment or replacement shall be made accessible and capable of convenient inspection and removal. All plug in units and modules shall fit on slide rails and shall be removable from front of cabinet. Connectors shall be provided with keys to prevent insertion so furnishing the wrong way or into a wrong slot.	
1.12.	Input/output termination cables shall be properly labeled to permit ready identification of the incoming/ outgoing wiring.	
1.13.	All interconnecting cables shall also be appropriately labeled to facilitate convenient interconnection and minimize chances of incorrect connection.	
1.14.	All interconnecting cables required to inter connect the equipment shall be supplied. All cables shall be fully assembled, connector pre- terminated and factory tested at the time of supply as part of overall system check.	
1.15.	The contractor shall furnish all equipment, parts, materials, cables, conduits and any other supplies required, to satisfactorily effect the complete installation of the proposed system in a professional manner.	
1.16.	The work herein specified shall be performed by fully competent workmen in a thorough professional manner. All materials furnished by the contractor shall be new, and shall conform to applicable Indian standards or any international standard.	
1.17.	All equipment except portable equipment shall beheld firmly in place except to the extent that proper performance criterion dictates the use of a resilient shock absorbing mounting. All fastening and supports shall be adequate to support their loads. All switches, connectors, outlets etc. shall be clearly, logically and permanently marked. Adhesive Tape Markers and screen printed Markers liable to erasure during use will not be acceptable.	

Signature of Bidder

1.18.	The contractor must take such precautions as are necessary to guard against electromagnetic and electrostatic interference, to provide adequate ventilation, and to install the equipment to ensure maximum safety to the operators and other personnel in the area.	
1.19.	Care shall be taken in wiring so as to avoid damage to cables and equipment all joint and connections shall be made with resin cored solder or with suitable connectors. All wiring shall conform to the code of practice for electrical wiring/installations.	
1.20.	The contractor has to ensure that while installation of the system, the ICD operation is not disrupted.	
1.21.	All cables shall be marked and colour-coded for easy recognition. Proper cable ends or plugs/sockets/multi-pin connectors shall be used for ending of each cable. Cable ends & terminating points shall be marked in such a way that it can be connected without referring to the Technical Manual every time.	
1.22.	Cost of connectors and other accessories required for completion of work is deemed to be included in the quoted prices.	
1.23.	While designing the system, particular attention should be given to the maintenance part. Mechanical designs shall be such that all the inside components of different units of the system are clearly visible & easily approachable for the purpose of testing & servicing the units. Modular concept using Plug-in type of modules shall be used. Wires used for interconnecting these PCBs shall be neatly bunched and routed. These wires shall be connected to the PCBs through multi-pin, plug-in type of connectors to facilitate easy removal of PCBs for servicing.	
1.24.	Test points are to be provided & marked at all the required points in the equipment units. Voltages/data flow chart etc. shall be given in the technical manual.	
1.25.	RELIABILITY, AVAILABILITY, MAINTAINABILITY	
a)	The equipment design shall employ the most suitable engineering techniques, materials and components and rigorous inspection during manufacturing to ensure a very high MTBF (Mean Time between Failures) of equipment. The statistical estimated MTBF figures shall be indicated and supported by calculation.	
b)	All systems to be provided shall be designed and constructed to operate continuously between scheduled maintenance shutdowns for the Operational Lifetime.	
c)	Bidders shall describe the methodology, techniques and processes used to conduct the Reliability, Maintainability, and Availability (RMA) analysis. Maintainability is expressed as a probability that a system shall be restored to a specified condition within a given period of time when the maintenance is performed in accordance with prescribed procedures and resources.	

Signature of Bidder

	The Mean Time to Restore (MTTR) the equipment specified herein shall not exceed 40 minutes except in case of Computer/Peripherals Equipment Availability is the probability expressed as a percentage, that a system, under the combined aspects of its reliability, maintain ability and maintenance support, shall perform its required function at random point in time.	
e)	The bidder shall provide the figures of operational availability and reliability for the system.	
f)	The bidder shall also provide all availability and reliability figures for each sub-system proposed under this project.	

Signature of Bidder

The Scope of work includes Supply & Installation of Computer/Peripherals & Equipment's under buyback of Obsolete Computer/Peripherals with three years onsite warranty Contract with spares" at RSIC,Head Office,Jaipur

Sr. No.	Item Name	Specification		Qty	Compliance/Deviation	Page No where Model Paper Attached
1.	All-in-One (AIO) Desktop Computer (HP/Dell) Delivery Location RSIC Jaipur	Processor	Intel® Core™ i5-10500T/ 8 GB	3		
		Hard Drive	1 TB SSD			
		Display Screen	54.61 cm (21.5”) FHD			
		Operating Systems	Windows 10 Pro			
		Camera	Basic Stand/ Camera			
		Wifi/Bluetooth	Wi-Fi + Bluetooth			
		Keyboard Mouse	Wireless Keyboard and Mouse - KM5221W			
		Warranty	3 Years Warranty			
		Antivirus	One year free			
2.	MFP Printer Mono (Black) (HP/ Brother/ Epson) Delivery Location RSIC Jaipur	Functions	Print, Scan, Copy and Automatic 2-sides printing with wireless connectivity	4		
		Printing quality	600x600 dpi, HQ1200(2400x600 dpi) Quality 1200x1200 dpi (Black only)			
		Print Resolution	Upto 34/36 ppm(A4)			
		2 Side Printing	Yes			
		Monthly duty cycle	Upto 15000 pages			
		Warranty	Three Years			
		3.	Document Scanner Brother/ EPSON Delivery Location RSIC jaipur			
2. Connectivity -Hi-Speed USB 2.0 connectivity 50 sheet automatic document feeder (ADF)						
3. Duplex Scan: Yes						
4. Scan to multiple locations including searchable PDF, file, OCR, email and USB flash drive						
5. Warranty Three Years						

Declaration:

The terms and condition given in this section in the Tender Document are read, understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the Terms and Conditions, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We here by unconditionally accept(s) these Terms and Conditions of RSIC tender documents in its entirety for the tender of **“Supply and Installation and equipment’s at RSIC Head Office**

It is certified that I/we have not stipulated any condition(s) in our tender offer. In case any condition(s) are found in our tender offer, the same shall be treated as withdrawn.

Signature of Bidder Firm authorized Signatory**Name:****On behalf:****Telephone:****Fax:****Firms Stamp:****E-Mail:**

Annexure – I**Contact Details**

Sr. No.	Description	
1	Contact Person for this Tender (NAME)	
2	Designation	
3	Land line, Fax & Mobile No.	
4	Mail ID	

List of clients**(For whom works of similar scope, have been completed in the last 05 years)**

Sr. No.	Details	Name of the Client-1	Name of the Client-2	Name of the Client-3	Name of the Client-4	Name of the Client- 5
1	Address, fax and telephone numbers					
2	Project name, location and address.					
3	Brief details of the work					
4	Value of work as completed					
5	Date of award of contract					
6	Date of completion of work					

(Add more columns in case of more than 5 clients)**Date****Place****Signature and stamp of the Bidder**

BANK Details

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name and Address of the Tenderer:

City Pin Code

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number (PAN) _____

GST No _____

. Particulars of Bank account			
Account Holder Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.		IFSC Code	
Account type	Saving	Current	Cash Credit
Account No.			

Note; - Please attach a cancelled cheque of your Bank for ensuring accuracy of the Bank name, branch name & code and Account Number).

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold RSICR / IDBI RSIC responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

Place :

Date :

Signature of the Bidder / Authorized Signatory

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 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.

A bidder may be considered to be in Conflict of interest with one or more parties in an 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 abiding 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 is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Signature of **Bidder**

Declaration by The Bidder regarding Qualification
Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of

..... in response to their Notice Inviting Bid No.

Dated.....

I/We hereby declare under 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 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 Bidding Document, which materially affects fair competition;

Date:

Place :

Signature of Bidder

Name:

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

First appellate authority is Managing Director, R.S.I.C.

Second appellate authority is Board of R.S.I.C.

(1) Filling 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 or the Guidelines issued there under, he may file an appeal to 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 of 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 file a second appeal to second appellate authority specified in the bidder 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 authority as the case may be .

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filling Appeal

- (a) Fee for filling 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 of 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, 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 there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of 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.

Signature of Bidder _____

Form No. – 1 Memorandum of Appeal (See sub-rule 1 of rule 83)
Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012

Appeal No of

 Before..... (First Appellate Authority)

1 Particulars of appellant:

- (i) Name and father's name of the appellant
 :.....
 (ii) Official address :

 (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 officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

.....

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

.....

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

6. Grounds of appeal:-

.....

(S
 upported by an affidavit)

7. Prayer

.....

Place

Date

Signature of Bidder _____

Additional Conditions of Contract

1. Correction of arithmetic errors.-

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the 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;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) 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.-

- (a) At the time of award of contract, the quantity of Goods, works or service 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.
- (b) 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.
- (c) 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 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 suppliers 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.-

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, then in such cases, the quantity may be divided between the Bidders, 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.

Signature of Bidder _____

ANNEXURE – VII**PROFORMA FOR PERFORMANCE BANK GUARANTEE****(On Non-judicial stamp paper of Rs.500.00)**

(The non-judicial stamp paper should be in the name of issuing Bank)

Managing Director,

The Small Industries Rajasthan Small Industries Corporation Ltd, (RSIC)

Udyog Bhawan

TilakMarg, C-Scheme,

Jaipur (Rajasthan) – 302005

Dear Sir,

We _____ (full name of the banker) hereby refer to the tender for “Supply, Installation, Testing, Commissioning Training & maintenance of Computer/Peripherals and Equipment’s under buyback of obsolete Computer/Peripherals at RSIC Head Office with three Years Onsite Warranty Contract, with spares and consumables. as purchaser and M/s. _____ (fill in the name of bidder) as bidder providing in substance for the provision for Computer/Peripherals & Equipment’s at RSIC Head Office under buy back scheme as particularized in said tender, to which specific reference is made. Under the terms of said tender, the bidder is required to provide a bank guarantee in a form acceptable to the purchaser for the amount of Rs. _____ on account of 5% Performance Security.

In view of the foregoing and pursuant to the terms of the said tender, which tender is referred to and made a part thereof as fully and to the same extent as if copied at length hereon, we hereby absolutely and unconditionally guarantee to the purchaser, performance of the terms and conditions of the said tender. The guarantee shall be construed as an absolute, unconditional and direct guarantee of the performance of the tender without regard to the validity, regularity or enforceability of any obligation of the parties to the tender.

The purchaser shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed any shall pursue any or all of its remedies at one or at different times. Upon default of the tender, we agree to pay to the purchaser on demand and without demur the sum of Rs. _____ or any part thereof, upon presentation of a written statement by the purchaser that the amount of said demand represents damages due from the bidder to the purchaser by virtue of breach of performance by the bidder under the terms of the aforesaid tender.

The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the guarantor.

It is mutually agreed that the purchaser shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said tender or to extend the time for performance by the bidder, from time to time any of the powers exercisable by the purchaser against the tender and either to forbear or on force any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reasons of any variation of any extension being granted to the tender or for any forbearance act or commission on the part of the purchaser or any indulgence by the purchaser to the bidder or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until _____ (the ***validity shall be 120 days from the date of opening of Tender***) and such extended periods which shall be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alternation or change in any of the terms and conditions of the said tender.

Very truly yours,

(Authorized Signatory of the Bank)

PROFORMA FOR UNDERTAKING**[TO BE SUBMITTED WITH ELIGIBILITY CRITERIA (Technical “A”)]**

To,

Managing Director,

The Small Industries Rajasthan Small Industries Corporation Ltd, (RSIC)

Udyog Bhawan

TilakMarg, C-Scheme,

Jaipur (Rajasthan) – 302005

Sub: **Undertaking of Supply & Installation Computer/Peripherals & Equipment's
at RSIC Head office with three years on-site Warranty Contract with spares”**

Sir,

In compliance with the tender requirement for the above-referred work:

1. I/We undertake that, our firm or none of our firm's Partners or Directors have been blacklisted or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organization, etc. or any Indian State/Central Governments Departments or Public Sector Undertaking of India.
2. I/We undertake that, our firm possess the required tools, plants, skilled manpower, etc. required for execution of work as per scope of the tender. I/We also undertake that no part of the scope of work shall be sublet or outsourced to any third party without written consent from RSIC.
3. I/We undertake that, our firm or its Partners or its Directors or Sole Proprietor do not have any outstanding dues payable to the RSIC.
4. I/We undertake that, the complete responsibility to carry out the works and their completion as per scope of the tender, shall be of our firm only.
5. I/We undertake that, our firm or our subsidiary firm or our parent firm has not submitted alternate or partial bid(s).

Dated:**Signature of the authorized signatory**

Name: _____

Telephone: _____

Fax: _____

E-mail: _____

Stamp: _____

(To be stamped in accordance with Stamp Act)

**THIS DEED OF AGREEMENT is made on thisDay ofTwo
Thousand nineteen at Jaipur City, Rajasthan.**

1. The Rajasthan Small Industries Corporation Limited through its-----
UdyogBhawan, TilakMarg, Jaipur hereinafter called RSIC or “the Corporation” of
the one part” and
2. M/s ----- through their ----- by Caste----
resident of India hereinafter called “the Contractor” of the other part.

WHEREAS the Corporation has invited offer for **Undertaking of Supply &
Installation Computer/Peripherals & Equipment’s at RSIC Head Office, Jaipur
with three years on-site Warranty Contract with spares.**

AND WHEREAS the Contractor has submitted their offer. AND WHEREAS the
Contractor after considering the same was issued a vide Letter No.

.....

3. And whereas the approved supplier has deposited a sum of Rs._____ in
(1) Cash/Bank Draft/Challan no./Banker ChequNo._____ dated_____.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the Government through _____
at the rates set forth in the Schedule hereto appended the approved supplier will
duly supply the said articles set forth in _____ and _____ thereof in
the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender
notice No. _____ dated _____ and also appended to this agreement will be
deemed to be taken as part of this agreement and are binding on the parties
executing this agreement.

(3) Letters Nos. _____ received from Bidder and letters nos. _____ issued by
the Government and appended to this agreement shall also form part of this
agreement.

(5) (a) The Government do hereby agree that if the approved supplier shall duly
supply the said articles in the manner aforesaid observe and keep the said
terms and conditions, the Government will through _____ pay or cause to be
paid to the approved supplier at the time and the manner set forth in the said
conditions, the amount payable for each and every consignment. 96 GFR-II

(b) The mode of Payment will be as specified below:-

1. _____ 2. _____

(6) The delivery shall be effected and completed within the period noted below from the date of supply order:-

S.No Items Quantity Delivery period

(7) (1) 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 which the Bidder has failed to supply :-

(a) Delay upto one fourth period of 2½% the prescribed delivery period.

(b) Delay exceeding one fourth but 5% not exceeding half of the prescribed delivery period.

(c) Delay exceeding one fourth but 7½% not exceeding three fourth of the prescribed delivery period.

(d) Delay exceeding three fourth of the 10% prescribed delivery period.

(2) 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. 97 GFR-II.

(8) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

NOW THIS DEED OF AGREEMENT WITNESSES AS UNDER:

1. That in consideration of covenant for the payment, the contractor hereby covenants with the corporation to render all services in relation to transportation of import and export containers including all other incidental operations/services mentioned in the order and also undertakes to fulfill all its contractual obligation in time to the entire satisfaction of the Corporation.

2. The contractor further agrees to fulfill all the responsibilities of the contractor. The Contractor agrees to provide all incidental services and to discharge responsibly as per the direction of the Corporation without any objection.

4. That the corporation has agreed to award the work on the assurances given by contractor and in the belief that they have sufficient experience and capacity/ means to fulfill the works of the awarded contract and all the information provided is correct and nothing is false and misrepresented. In case any information is found incorrect by the Corporation, the Corporation will be free to terminate the contract forthwith without any prior notice and to recover all the damages from the Contractor. The Contractor further undertakes to submit on demand any further proof with regard to the information provided.

That the Contractor will provide and discharge their all contractual obligation in a time manner to the entire satisfaction of the Corporation and in the event of failing to do so. The Corporation will be free to terminate the contract immediately even without notice and the Corporation will be free to get the work done or part of the work at the cost, risk and responsibility of the Contractor from any other party.

5. That the contractor will be solely responsible for the safe and proper transportation and responsible for all the damages caused to the container.

6. That the contractor is to compensate and indemnify the Corporation as against all the claims of the owners of the container.

7. That the contractor will have to complete all the formalities in a timely manner and in case the contractor fails to complete all the formalities in time and consequently fine, penalties are imposed or any action is taken, the contractor shall be solely responsible there for.

8. That the contractor has agreed to all terms and condition Supply, Installation Computer/Peripherals at RSIC Head office three years onsite warranty under buyback, including terms in the letter vide no.dated.....issued by the Corporation is part of the agreement and all the terms and conditions mentioned therein, which are not inconsistent with the specific terms of the agreement also form part of the present agreement. In token of acceptance of all the documents mentioned herein above, parties have signed the documents.

9. That this agreement will remain in force for a period of 1 years with effect from the date of installation of **Computer/Peripherals at RSIC Head office**

10. The contractor shall be solely and completely responsible for any delay while rendering services under the agreement as well as for any damage caused to any container however while transportation of the same. No claim in this behalf shall be made against the Corporation.

11. No claim in respect of under payment of contractor shall be considered valid or shall be entertained unless a claim in writing is made within three months from the date on which payment of original claim thereof was made. Any claim for such under payment not received within the stipulated three months period shall be liable to be summarily rejected by RSIC whose decision shall be final in this respect.

12. In case of any dispute, the decision of the CAO(EIS) RSIC, Jaipur and on his reference, the decision of the Managing Director shall be final.

13. All disputes and differences arising out of or in any way concerning this contract, shall be referred to the Managing Director himself, herself or his or her nominees for the sole arbitration. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation that he has dealt with the matters to which the contract relates and that in the course of his duties.

As such arbitration shall be final and binding on the parties to the contract. If the person to whom the matter was originally referred to for arbitration becomes unable to function on account of vacation of office, transfer, resignation, the Managing Director shall nominate another person to take over this function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitration shall given reasons for the award.

14. Any demand for arbitration in respect of any claim(s) of the contractor shall be in writing and made within three years of the date of termination or expiry of the contract or the arising of disputes or differences failing which the claims of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the contract.

15. The venue of arbitration shall be Jaipur.

16. The work under the contract shall if not impossible to continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

17. The provision of Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

18. The cost of arbitration shall be borne by the parties as per the decision of the arbitration.

IN WITNESSES whereof the parties herein have executed these presence and the day, month and year first hereinabove written.

For and on behalf of
The Rajasthan Small Industries
Corporation Ltd.

For and behalf of

Witnesses:

Witnesses:

1.....

1.....

2.....

2.....

ANNEXURE X: BIDDER'S AUTHORIZATION CERTIFICATE

(to be filled by the bidder)

TO,
 CHIEF ACCOUNTS OFFICER,
 THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
 JAIPUR (RAJASTHAN)

I/ we (name/ designation) hereby declare/certify that (name/Designation) is hereby authorized to sign

relevant documents on behalf of the company/ firm in dealing with Tender NIT No.

..... Date-----

He/She is also authorized to attend meeting & submit technical & commercial information/ clarifications as may be required by you in course of processing the bid. For the purpose of validation. His/her verified signatures are as under:-

Thanking you.

Verified Signature

Name of Bidder

Authorized Signatory

Seal of the Organization:

Date-----

Place-----

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
ANNEXURE XI: CERTIFICATE OF CONFORMITY/ NO DEVIATION
(to be filled by the bidder)

TO,
The Director,
THE RAJASTHAN SMALL INDUSTRIES
CORPORATION LTD.
JAIPUR (RAJASTHAN)
NIT No. Date-----

CERTIFICATE

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

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

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

Thanking you.

Name of Bidder

Authorized Signatory

Seal of the Organization:

Date-----

Place-----

ANNEXURE XII: MANUFACTURE'S AUTHORIZATION/authorized Dealer FORM
(Indicative format of MAF/Authorized Dealer)

NIT No. Date-----

TO,

CHIEF ACCOUNTS OFFICER,
 THE RAJASTHAN SMALL INDUSTRIES
 CORPORATION LTD.
 JAIPUR (RAJASTHAN)

WHEREAS

We, who are official manufacturers of having factories/ authorized dealer at do hereby authorize to submit a bid in relation to the invitation for bids/ indicated above, the purpose of which is to provide the following IT Equipment, manufactured/ Authorized Dealer by us and to subsequently negotiate and sign the contract.

IT Equipment:

1	All-in-One (AIO) Desktop Computer
2.	MFP Printer (Print/Scan/Copy)
3.	Document Scanner

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

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of

Tel: fax: email

Date:

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
ANNEXURE-XIII: UNDERTAKING ON AUTHENTICITY OF IT equipment

(to be filled by the bidder of IT Equipment)

(On Rs. 100/- Non-Judicial Stamp Paper)

TO,
CHIEF ACCOUNTS OFFICER,
THE RAJASTHAN SMALL INDUSTRIES
CORPORATION LTD.
JAIPUR (RAJASTHAN)

Reference Date-----

This has reference to the items being supplied/quoted to you vide our bid ref. No.-----
date -----

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

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

Authorized Signatory

Name

Designation:

PART - II

**RSIC LTD.,JAIPUR
COMMERCIAL BID**

**Tender for Undertaking of Supply & Installation Computer/Peripherals & Equipment's
at RSIC Head office with three years on-site Warranty Contract with spares under**

Sl. No .	Item Description	Units	Amount Quoted by the Bidder	GST Amount	Freight Charges (Unloading & Stacking)	Any Other Taxes/Duties/ Levies	TOTAL AMOUNT Without GST (4+5+6+7) in
			Rs. P	Rs. P.	Rs. P.	Rs. P.	Rs. P
1	2	3	4	5	6	7	8
1.	All in One Desktop Computer	3					
2.	MFP Printer	4					
3	Document Scanner	1					
	Total						

(Amount in Rupees.....)

- We have examined and have no reservations to the bidding document:
- We offer to supply in conformity with the bidding document and in accordance with the delivery schedule.
- The quote/price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price bid given in financial bid.
- we understand that this bid. Together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a format contract is prepared and executed.

Authorized Signatory
Name
Designation: