

Section I

Request letter

Nagar Nigam Greater Jaipur

Pandit Deendayal Upadhyaya Bhawan
Lalkothi, Jaipur, Rajasthan 302005

Subject –: **Bid for Supply, Installation and O&M of Scanners for Nagar Nigam Greater Jaipur (Rajasthan)**

1. Name & full address of the firm submitting the bid along Tel. No. Fax No. & E-Mail/ M. No.

(i) M/s.....

.....

(ii) E-mail

Address.....

.....

(iii) Mob.No. / Tel. and Fax No.

.....

2. Addressed to:- **Commissioner Nagar Nigam Greater, Jaipur**

3. Reference-Bid Notice No.

4. The bid document fee, RISL Processing fee and Bid Security amount declaration of Rs. has been deposited vide receipt No. Dt.(Single challan creation process is attached at the end of the bid document)

5. I/We agree to abide by all the Terms & Conditions mentioned in bid notice number..... dated issued by the Department and also agree to further Terms & Conditions of stamp by me/us in token of my/our acceptance of the terms & condition mentioned therein.)

6. Goods will be delivered within the stipulated delivery period from the date of the supply order at central store Nagar Nigam Greater, Jaipur.

7. The rates quoted are valid for entire tender period from the date of order. The period can be extended with mutual agreement consent .

8. The GST Registration Certificate is submitted herewith.

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SIGNATURE OF BIDDER
With Rubber Stamp

Section II

About NNGJ

1. Introduction

NAGAR NIGAM GREATER, JAIPUR (NNGJ) a local body, having its Office at Pandit Deendayal Uppadhyay Bhawan, Tonk Rd, Lalkothi, Jaipur, Rajasthan 302015 (hereinafter referred to as the “Nagar Nigam Greater Jaipur ”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns, intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Awarding Rate Contract from Agencies of Repute for supplying, installing and O&M of quality scanners at Head Quarter of Nagar Nigam Greater Jaipur.

2. Objectives of NNGJ

Nagar Nigam Greater Jaipur has moved forward towards paperless operations of daily office working style. E-Gov is need of the time and NNGJ has adopted its electronic filing (e-file) system as well as many other services are being provided to common people via online mode for enhancing the time bound disposal of public grievances by harnessing the updated technology. NNGJ is thus looking for an experienced Firm/Company which can supply, install high quality Scanners in NNGJ.

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Section III

Tender Details

A. QUALIFICATION/ELIGIBILITY CRITERIA:

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

S. No.	Basic Requirement	Specific Requirements	Documents Required (to be checked with technical bid)
1)	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932</p>	Copy of valid Registration Certificates OR Copy of Certificates of incorporation OR relevant documents
2)	Financial: Turnover	<p>Average Annual Audited Turnover of the bidder for last three financial years i.e. 2020-21 to 2022-23 should be at least Rs.25.00Lakh.</p> <p>AND</p> <p>The Net worth of the bidder should be positive.</p>	CA Certificate with CA's Registration Number/ Seal clearly stating the 'Average Annual Audited Turnover' of the bidder for last three financial years and its net worth.

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3)	Technical Capability	Experience of having satisfactorily supply of the subject matter.	Copies of supply/ work/ purchase order/Supply invoice/work completion certificate Project Go-Live/ Commissioning/ certificate.
4)	PAN /GSTNno		PAN GST Reg. certificate
5)	Undertaking	A Self Certified letter as per Annexure-4:	Self-Declaration
6)	Compliance of Technical Specification	A certified letter as per annexure-2	Compliance sheet

2. In addition to the provisions regarding the qualifications of the bidders as set out in (1) above:-

- A. The procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in section IV.
- B. The procuring entity may require from the bidder, who was qualified, to demonstrate its qualifications again in accordance with the same criteria used to qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
- C. In addition to above, the bidder must meet the specification of the product and other criteria as set out in the bidding document and as per requirement for supply of the subject matter.

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B. SCHEDULE OF REQUIREMENT

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

S.No.	Name of the item	Qty.	Technical specification	Estimated cost
1	Sheetfeed ADF scanner	35	See Annexure-2	10,50,000/-
2	Book/document overhead scanner/ Visualizer	35		14,00,000/-

2. Delivery and Schedule for completion of tasks:

The selected vendor would be required to supply, install, and Operationalise scanners within 10 days of the issue of PO as per the following schedule:

S. No.	Task	Schedule
1.	Supply of scanners	7 days
2.	Installing of scanners	2 days
3.	Operationalise	1 day

Note:

1. Vendor will provide full system configuration of scanners on letter head along with technical bid.
2. Vendor will provide details of two supervisors as person of contact from their own firm for onsite maintenance in warranty period.
3. All Warranty should be on letter Head.
4. The system will be considered as installed and accepted only after successful uninterrupted operation of the scanners at site for period of minimum 10 days after successful operationalizing of all scanners.

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Section IV

A. INSTRUCTION TO BIDDERS (ITB)

1. Sale of Bidding/Tender Documents

- A. The sale of bidding documents shall be commenced from the date as mentioned in the Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- B. The bidding documents shall be made available to any prospective bidder who pays the price for via online mode as per requirement of the bid.
- C. Bidding documents purchased by head of any concern may be used by its authorized sole selling agents /marketing agents/distributors/sub-distributors and authorized dealers or vice versa.

2. Changes in the Bidding Document

- A. At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- B. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- C. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- D. Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
- E. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3. Period of Validity of Bids

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- A. Bids submitted by the bidders shall remain valid during the period specified in the NIB. A Bid valid for a shorter period shall be rejected by the procuring

entity as non-responsive Bid.

- B. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse time request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- C. Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4. Format and Signing of Bids

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

I.

The technical bid shall consist of the following documents:

S.No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Documents required for Preliminary Qualification.	As per section III-A
5.	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-3 (PDF)
6.	MSME Certificate in case of bid security discount (reg in Rajasthan state)	Proof of submission(PDF)

Technical Documents		
7.	Self-Declaration, Certificate of Conformity/ No Deviation	As per Annexure-4 (PDF)
	Declaration by Bidders	
8.	Undertaking on Authenticity of items to be procured	As per Annexure-5 (PDF)
9.	Components Offered +Technical specifications compliance sheet for all items only on Letter Head	As per Annexure-6 (PDF) (All the details/documents mentioned in Annexure-6)
10	Annual Turnover Certificate along with copy of Audited Accounts	As per Annexure-9
11	Affidavit regarding compliance to terms & conditions of bid	As per Annexure-10
12	Technical undertaking	As per Annexure-11
13	Financial undertaking	As per Annexure-12

Note: The technical bid should not contain any price information.

II. Financial bid shall include the following documents: -

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

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

5. Cost & Language of Bidding

- A. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- B. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6. Alternative/ Multiple Bids

- A Alternative/ Multiple Bids shall not be considered for the item. Also the bidder shall not quote for multiple brands/ make/models in the technical Bid of any particular item and should also mention the details of the quoted make/ model in the "Annexure-6: Components Offered".

7. Bid Security

- A. Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- A-1: For MSMEs of Rajasthan **registered for manufacturing / supplying of hardware**, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- B. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- C. Photocopy of the Bid security instrument or a bid securing declaration shall necessarily accompany the technical bid.
- D. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- E. The bid security may only be given via online mode. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- F. The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- G. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- H. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submission of performance security.
- I. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:-
- when the bidder withdraws or modifies its bid after opening of bids;

- ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
- iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- v. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- vi. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- vii. No interest shall be payable on the bid security.
- viii. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- ix. The procuring entity shall promptly return the bid security after the earliest of the following events, namely :-
 - x. the expiry of validity of bid security;
 - xi. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - xii. the cancellation of the procurement process; or
 - xiii. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

8. Deadline for the submission of Bids

- A. Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- B. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances, the time with the prospective bidders for preparation of Bids appears insufficient; the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum/addendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is

a non-working day, the Bids shall be received or opened on the next working day.

9. Withdrawal, Substitution, and Modification of Bids

- A. If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e- Procurement website under the section "Bidder's Manual Kit".
- B. Bids withdrawn shall not be opened or processed further.

10. Late Bids

Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity, pursuant to NIB, will be rejected and/or returned unopened to the Bidder.

11. Opening of Bids

- A. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- B. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- C. All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to tendering authority).

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D. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-

- bid is accompanied by bidding document , bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- bid is valid for the period, specified in the bidding document;
- bid is unconditional and the bidder has agreed to give the required performance security; and
- other conditions, as specified in the bidding document are fulfilled.
- any other information which the committee may consider appropriate.

E. The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12. Selection Method:

The bidder, who was duly declared technically qualified and has offered the lowest Cost of the all items, with due configuration/specifications.

13. Clarification of Bids

- A. To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- B. Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- C. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- D. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

14. Evaluation & Tabulation of Technical Bids

A. Determination of Responsiveness

- I. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of qualification/eligibility criteria of the bidding document.
- II. Prior to opening of the technical bid, pursuant to NIB, the Procuring Entity

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will determine that the bidder has submitted Bid Form Cost, RISL FEE and BID SECURITY instrument within the time as stated in the NIB.

- III. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
 - a. "deviation" is a departure from the requirements specified in the bidding document;
 - b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- IV. A material deviation, reservation, or omission is one that, if accepted, shall:-
 - a. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - b. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - c. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- V. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- VI. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

15. Non-material Non-conformities in Bids

- A. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- B. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST clearance certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- C. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information and documentation received from the bidder under (b) above.

16. Technical Evaluation Criteria

- A. Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids".
- B. The Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the Technical Qualifications and terms and conditions, which stated in technical specifications, and qualifications criteria. No bid will be considered if the complete requirements covered in the schedule are not included in the bid. The availability (in India) of spare parts will also be considered as Technical Qualifications.

17. Tabulation of Technical Bids

- A. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- B. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- C. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

18. Evaluation & Tabulation of Financial Bids

- A. Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the Procuring entity shall take following actions for evaluation of financial Bids:-
 - a. For Single stage two cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
 - b. The process of opening of the financial Bids shall be similar to that of technical Bids.
 - c. The names of the bidders, the rates given by them and conditions put, if any, shall be read out;
 - d. Conditional Bids are liable to be rejected;
 - e. The Procuring Entity will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to Clause 14 to 17 above for the item.
 - f. The bidder, who has offered the lowest Cost of the total (Sheetfeed and Book scanner in total) Assignment

Will be declared as L1 bidder for the product.

19. Correction of Arithmetic Errors in Financial Bids

- A. The bid evaluation committee shall correct arithmetical errors in substantially responsive 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 bid evaluation committee the raising 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 clause (a) and (b) above.

20. Negotiations

- A. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- B. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- C. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- D. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of two days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- E. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- F. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a

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written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

- G. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

21. Exclusion of Bids/ Disqualification

- A. A procuring entity shall exclude/ disqualify a Bid, if: -
- a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
 - g. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
 - h. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:-
 - i. communicated to the concerned bidder in writing;
 - ii. published on the State Public Procurement Portal, if applicable.

22. Lack of competition

- A. A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one

responsive Bid, provided that: -

- a. the Bid is technically qualified;
- b. the price quoted by the bidder is assessed to be reasonable;
- c. the Bid is unconditional and complete in all respects;
- d. there are no obvious indicators of cartelization amongst bidders; and
- e. the bidder is qualified as per the provisions of pre-qualification/eligibility criteria in the bidding document
- f. The bid evaluation committee shall prepare a justification note for approval by the competent authority, with the concurrence of the accounts member.
- g. In case of dissent by any member of bid evaluation committee, the competent authority shall decide as to whether to sanction the single Bid or re- invite Bids after recording reasons.
- h. If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate

23. Acceptance of the successful Bid and award of contract

- A. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- B. Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- C. Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- D. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- E. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- F. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing that its Bid has been accepted.
- G. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by post or email and asked to execute an agreement in the format given in the bidding documents on a non-

judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within seven days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

- H. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- I. The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

24. Information and publication of award

Information of award of contract shall be published on the respective website(s) as specified in NIB.

25. Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

26. Right to vary quantity

- A. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- B. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract provided that the period is not more than six months from the date of agreement. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:
 - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - ii. 50% of the value of goods or services of the original contract.

27. Performance Security

- A. Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a

performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- B. The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale industries (SSI) of Rajasthan, it shall be 0.5% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.

a) Performance security shall be furnished in any one of the following forms:-

I. Bank Draft or Banker's Cheque of a scheduled bank;

II. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

III. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

IV. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

b) Performance security furnished in the form specified in clause [I] to [IV] of (B) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

c) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

I. When any terms and condition of the contract is breached.

II. When the bidder fails to make complete supply as per the scope of tender document.

d) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

f) No interest shall be payable on the PSD.

28. Execution of agreement

- A. A procurement contract shall come into force from the date on which the agreement is signed.
- B. The successful bidder shall sign the procurement contract within 3 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- C. If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bid document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- D. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.

29. Confidentiality:

- A. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:-
- B. impede enforcement of any law;
- C. affect the security or strategic interests of India;
- D. affect the intellectual property rights or legitimate commercial interests of bidders;
- E. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- F. The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- G. The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- H. In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of

such information.

30. Cancellation of procurement process

- A. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- B. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it-
 - i. at any time prior to the acceptance of the successful Bid; or
 - ii. after the successful Bid is accepted in accordance with (d) and (e) below.
- C. The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- D. The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- E. If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- F. If a bidder is convicted of any offence under the Act, the procuring entity may:-
 - 1. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as *successful* but no procurement contract has been entered into;
 - 2. rescind (cancel) 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 procuring entity and the convicted bidder.

31. Code of Integrity for Bidders

- A. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- B. The code of integrity include provisions for:-
 - 1. Prohibiting
 - a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - d) improper use of information shared between the procuring entity

- and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- e) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
-) 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;
- g) any obstruction of any investigation or audit of a procurement process;
- II. disclosure of conflict of interest;
- III. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- C. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- D. Exclusion of the bidder from the procurement process;
- E. Calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- F. Forfeiture or encashment of any other security or bond relating to the procurement;
- G. Recovery of payments made by the procuring entity along with interest thereon at bank rate;
- H. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- I. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

32. Interference with Procurement Process

A. Bidder, who: -

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

33. Appeals

A. Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective

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- 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 guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the
- B. purpose, within a period of 10 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:
- a) Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b) Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- C. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- D. If the officer designated under (a) above fails to dispose of the appeal filed under that sub- section within the period specified in (c) *above*, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- E. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- F. The officer or authority to which an appeal may be filed under (a) or (d) above shall be :

First Appellate Authority: Commissioner, Nagar nigam greater Jaipur

Second Appellate Authority: Secretary, Local self-government, Jaipur, GoR

a. Form of Appeal:

- a)Every appeal under (a) and (c) *above* shall be as per RTPP 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. **RajKaj Ref 5814946**
- 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.

d) Fee for Appeal: Fee for filing appeal:

- i. 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.
- ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

b. Procedure for disposal of appeal:

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

b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- i. hear all the parties to appeal present before him; and
- ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

d. The order passed under (c) shall also be placed on the State Public Procurement Portal.

e. No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

34. Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

35. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to ten lakh rupees or five per cent of the

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value of procurement, whichever is less.

36. Offenses by Firms/ Companies

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

37. Debarment from Bidding

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

bidder for a period not exceeding three years.

- D. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

B. GENERAL TERMS AND CONDITIONS OF BID& CONTRACT

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

1. Definitions:

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

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

l)"The Site," where applicable, means the designated project place(s) named in the bidding document.

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

2.Verification of Eligibility Documents by Procuring Entity

A."Procuring Entity reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by Procuring Entity, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by Procuring Entity shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of Procuring Entity thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act.

3. Contract Documents

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

4.Interpretation

A If the context so requires it, singular means plural and vice versa.

B Entire Agreement: The Contract constitutes the entire agreement between the Procuring Entity and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

C: Amendment : No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

D. Non-waiver: Subject to the condition (t) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

E. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party

granting such waiver, and must specify the right and the extent to which it is being waived.

- F. Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

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

6. Eligible Goods

- A** For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning and provide warranty as set out in the document.
- B.** All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- C** The OEM/Vendor of the quoted product must have its own registered spares depot in Rajasthan state having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.
- D.** Bidder must quote products in accordance with above clause "Eligible goods and related services".

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7. Notices

- A.** Any notice given by one party to the other pursuant to the Contract shall be in

writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt

- B.A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8. Governing Law

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

9.Scope of Supply

- A. Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the Technical requirement of the bidding document.
- B.Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- C. The bidder shall not quote and supply and hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 2 Years from the last date of bid submission. Vendors are required to mention this in the writing for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the Procuring Entity.

10. Delivery & Installation

- A. Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- B. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- C. The Supplier/ Selected Bidder shall arrange to supply, install and commission

the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

- D. Shifting the place of Installation: The user will be free to shift the place of installation within the same city. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

11. Supplier's/ Selected Bidder's Responsibilities

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

12. Procuring Entity's Responsibilities

- A Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- B. The Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

13. Contract Price

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

14. Recoveries from Supplier/ Selected Bidder

- A Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- B. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract with tendering authority.
- C. The balance, if any, shall be demanded from the Supplier/ Selected Bidder and

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when recovery is not possible, the Purchase Officer shall take recourse to law in force.

15. Taxes & Duties

- A** For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- B.** For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
- C.** If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Procuring Entity shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

16. Copyright

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

17. Confidential Information

- A** The Procuring Entity and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- B.** The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- C.** The Procuring Entity shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- D.** The obligation of a party under sub-clauses above, however, shall not apply to information that: -

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

18. Sub-contracting

- A The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Procuring Entity/ Tendering Authority.
- B If permitted, the selected bidder shall notify the Procuring Entity, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- C. Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

19. Specifications and Standards

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

Entity.

- III The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- C. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with the general conditions of the contract.
- D. The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- E. The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

20. Installation:

The Procuring Entity will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

21. Hardware Installation:

The supplier is responsible for all unpacking, assemblies, wiring, installation, cabling between hardware units and connecting to power supplies. The supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

22. Technical Documentation:

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of documentation should be English / Hindi.

23. Right to use defective equipment:

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If after delivery, acceptance and installation and within the guarantee and

warranty period, the operation or use of the equipment proves to be unsatisfactory, the purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Procuring Entity's operation.

24. Packing and Documents

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

25. Insurance

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

26. Transportation

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account *shall* be admissible.

27. Inspection

- A** The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during

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manufacturing process or afterwards as may be decided.

- B.** The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- C.** After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Procuring Entity. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification .

28. Rejection

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

29. Extension in Delivery Period and Liquidated Damages (LD)

- A.** The time specified for delivery in the Bid form will be deemed to be the essence of the contract and the successful bidder will arrange supplies within the period on receipt of order from the Procuring Entity.
- B.** In case of extension in the delivery period with liquidated damages the recovery will be made on the basis of following percentages of value of stores which the bidder has failed to supply :-

- I.** Delay up to one- fourth period of the prescribed delivery Period **2.5%**
- II.** Delay exceeding one fourth but not exceeding half of the prescribed delivery period **5%**
- III .** Delay exceeding half but not exceeding three- fourth of the prescribed delivery period **7.5%**

IV. Delay exceeding three- fourth of the prescribed period **10%.**

- D. Fraction of a day in reckoning the period of delay in supplies will be eliminated if it is less than half a day.
- D. The maximum amount of agreed liquidated damages will be **10%**.
- E. If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he will apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- F. The Procuring Entity may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances beyond control, such reasons will be recorded while seeking extension.
- G. In exceptional hardship cases, the Procuring Entity will have the powers to waive the damages/late penalty as stated above.
- H. In the event of failure to supply the ordered quantity, by the successful bidder within the stipulated time the Procuring Entity reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through Bid system at the risk and cost of such supplier and such supplier is liable and responsible to make good the financial loss sustained by the Procuring Entity. If the rate is cheaper the benefit will not accrue to the supplier.
- I. The Procuring Entity reserves the right to charge penalty as decided by the Procuring Entity or withhold payment for any unsatisfactory stocks supplied by the supplier without prejudices to other rights and the decision of the Procuring Entities final and cannot be called into question. The supplier is liable to reimburse/ Compensate the Procuring Entity or to third party for any loss, damage, injury etc. caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- J. Notwithstanding anything contained in the terms and conditions of this Bid the Authority is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position and future
- K. The bidder will not be entitled to any gain on such purchases made against default. The recovery of such loss or damage will be made from any sums accruing 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 of the demand, the recovery of such amount or sum due from the bidder will be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at a higher rate from any other firm. It is mandatory for the approved supplier to acknowledge

receipt of orders within seven days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period in the requirement of supply in the larger interest of the Procuring Entity.

30. Authenticity of Equipment

- A** The selected bidder shall certify (as per Annexure-5) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- R** If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the Procuring Entity may have inspected and/ or approved the said goods, the Procuring Entity will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- C.** Goods accepted by the Procuring Entity in terms of the contract shall in no way dilute Procuring Entity's right to reject the same later, if found deficient in terms of the this clause of the contract.

31. Warranty

- A.** Warranty as mentioned in the Annexure-1
- B.** At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- C.** The Procuring Entity shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Procuring Entity. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location

without any additional costs to the Procuring Entity.

- D. If having been notified, the selected bidder fails to remedy the defect within the period specified, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- E. During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- F. Vendor will provide details of two supervisors as person of contact for onsite maintenance in warranty period.

32. Patent Indemnity

- A. The supplier/selected bidder shall, subject to the Procuring Entity's compliance with sub-clause(B) below, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:-
 - I. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - II. the sale in any country of the products produced by the Goods.
- B. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- C. If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to above, the Procuring Entity shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- D. If the supplier/ selected bidder fails to notify the Procuring Entity within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- E. The Procuring Entity shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder

for all expenses incurred in so doing.

- F. The Procuring Entity shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any
- G. design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

33. Limitation of Liability

Except in cases of gross negligence or willful default: -

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

35. Change Orders and Contract Amendments

- A The Procuring Entity may at any time order the supplier/ selected bidder through Notice in accordance with clause 7 of "Notices" as stated above, to make changes within the general scope of the Contract in any one or more of the following:-
 - I drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - II the method of shipment or packing; the place of delivery; and
 - III the related services to be provided by the supplier/ selected bidder
- B. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any

claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Procuring Entity's change order,

C Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

36. Fall clause:-

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

- a. If at any time, during the said period the contractor reduces the sale price of such items (supplied by the contractor) or sells such goods to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of *sales* to the Procuring Entity and the price payable under the contract for the items (supplied by the contractor) supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful bidder will furnish certificate in the manner required by the Authority to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.
- b. The successful bidder(s) will endorse a certificate on each bill to the effect that the price condition referred to above has been satisfied.
- c. If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.

37. Blacklisting and recovery of losses: -

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

38. Subletting: -

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

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39. Termination

A. Termination for Default

- The tender sanctioning authority of tendering authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 15 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by tendering authority; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgment of the Procuring Entity, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- II. If tendering authority terminates the contract in whole or in part, amount of PSD may be forfeited.
- III. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- IV. As on effective date of termination, Tendering Authority may pay:
 - a. the unpaid value of all the assets supplied by the Bidder and accepted by the Procuring Entity in accordance with the BID specifications in order to take over the possession of the assets / application.
 - b. all the services delivered by the Bidder and accepted by the Procuring Entity, the consideration payable shall be based on service rate as per agreement.

B. Termination for Insolvency

The Procuring Entity may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

40. Saving clause: -

No suit, prosecution or any legal proceedings will lie against Bid inviting authority or any person for anything done in good faith or intended to be done in pursuance of Bid.

41. Agreement: -

Successful bidder should execute agreement immediately by furnishing the performance security as prescribed within three (3) days as per the terms & conditions on Rs.500/- (Rupee Five Hundred Only) non judicial stamp paper. In the event of failure to execute the agreement, the performance security or Bid security as the case may be stand forfeited apart from cancellation of supply contract to contract besides debarring of the bidder and NNJG, Jaipur is entailed to collect liquidated damages if any from the bidder for his failure to comply with the terms and conditions of the Bid.

42. Settlement of disputes

- A In the case of a dispute or difference arising between the Tendering authority and the successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be decided as per the provisions of The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re- enactments thereof, shall apply to the arbitration proceedings.
- B. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings
- C. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

Signature of Bidder with Seal

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C. SPECIAL TERMS AND CONDITIONS OF BID&CONTRACT

1) Payment Terms and Schedule

(i) The payment to the Contracted Supplier shall be made in as under:

S.No , o/o Payment	Condition/ Event
1. 90%	On delivery and successful Installation Proof of Delivery, Installation & Configuration (Original, Duly sealed & signed) is to be obtained from the Procuring Entity. The bills for payment would only be raised after that.
2. 10%	At least after 45 days of first payment.

A Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

B. TDS will be deducted as per the prevalent rules and regulations.

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CHAPTER 10: INDEX OF ANNEXURES:

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ANNEXURE-1 :BILL OF MATERIAL (BoM)

S. No.	Item (Technical Specification in Annx-2)	Qty.	MAF required	Warranty Period and O&M support	Supply Period
1 2	Sheetfeed ADF Scanner Book/document overhead Scanner(visualizer)	35 35	Yes	1 Year	7 days from the issue of supply order

Note:

- a. OEM or authorized Distributer/ Dealers/Supplier shall only be participated for the bid.
- b. Specification of Scanner as mentioned in Annexure-2:
BOM should not be declared as End-of-Service/ Support within next 2 years from the date of final bid submission..
- c. BOM of Scanners shall be provided **one Year onsite Comprehensive OEM warranty** and premium support from the Date of final acceptance test (Go-Live).

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ANNEXURE-2: TECHNICAL SPECIFICATIONS

(To be filled by the bidder)

Item No.-1 Sheetfeed ADF Scanner

Features	Specifications
Make & Model	HP/EPSON/Fujitsu /Canon etc
Scanner Type	Sheet Feed ADF Scanner
Scanning sensor unit	Dual CIS
Optical resolution	600 x 600 dpi or better
Light source	RGB LED x 2
Scanning side	Simplex and Single pass duplex
Paper Size support	A4, Letter etc.
Interface	USB 3.0 or better
Single pass duplex	Yes
Speed : Black and White	Min. 35 ppm - simplex / 70ipm - duplex @ 300 dpi
Speed : Colour	Min. 35 ppm - simplex / 70ipm - duplex @ 300 dpi
Daily Duty Cycle	3000 scans per day or higher
ADF Feeder capacity	Min. 50 Sheets or higher
Certificate	ISO
Warranty	1 Year onsite OEM warranty

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Item No.-2 Book/Document overhead Scanner(visualizer)

S.N.	Feature	Specification
1.	Scanning materials	Documents, Books, Magazines, Files, Scrolls, Forms, Invoices, Certificates, Business cards and Sculpture object
2.	Light Source	LED
3.	Scanner Type	Book/Document Overhead Scanner(visualizer)
4	Color mode	Color, Patterns, Stamps, Gray scale, B&W
5.	Document Size	A3 and A4
6.	Camera Resolution	16MP or above
7	Auto Focus stabilizer	Yes
8	Page Flattening Technology	Yes
9	OCR	Yes
10	USB interface	2.0 or Better
11.	OS Compatibility	Window 10 or Higher
12.	Plug and play	Yes
13.	Daily Duty Cycle (No. of Page)	1000 or better
14.	Scan file output Format	BMP, DOCX, JPEG, PDF, Searchable PDF, PNG, RTF, TIFF, XLSX, GIF, TIFF compressed
15	Warranty	1 Year onsite OEM warranty
16	Software & Drivers	Yes

Note:

- I. The eligible bidders shall participate in the bid as per conditions set out in the bid document.
- II. The bidders shall submit Bid Document Cost, RISL processing fee and Bid Security as per schedule and detailed in NIB, without which Technical bid shall not be opened.

- III. The prospective bidders are advised to read out the complete bid document and it shall be ensured to comply each specification required in the Technical Specification of subject matter.
- IV. The bidder is required to submit the technical compliance statement for the item on the respective vendor's letter-head.
- V. The subject matter of procurement shall be provided with onsite Comprehensive warranty as specified in the technical specification and premium support from the Date of final acceptance test (Go-Live).

ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE
{to be filled by the bidder}

To,
Commissioner,
Nagar nigam greater
Jaipur,

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

Thanking you,

Name of the Bidder:-

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place: _____

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ANNEXURE-4: SELF-DECLARATION
{to be filled by the bidder}

To,
Commissioner,
Nagar nigam greater Jaipur,
GOR

In response to the NIB Ref. No. _____ dated _____

for
{Project Title}. as an Owner/ Partner/ Director/ Auth.
Sign.Of _____, I/ We hereby declare that presently our Company/ firm, at
the time of bidding,:-

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

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

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

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

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

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

Thanking you,

Name of the Bidder:- Authorised

Signatory:- Seal of the Organization: -

Date:_____

Place:_____

;

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ANNEXURE-5: UNDERTAKING ON AUTHENTICITY OF ITEMS TO BE PROCURED

{To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,
Commissioner,
Nagar nigam greater Jaipur,
GOR

Reference: NIB No.: _____ Dated: _____

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

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

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

Authorized Signatory Name:

Designation:

**RajKaj Ref
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ANNEXURE-6: COMPONENTS OFFERED - BOM
{to be filled by the bidder}

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

Name of the **item:-** ~~Shafed ADF Scanner~~

S.No	Description	Compliance/Offered by the Bidder
1.	Proposed Making company & model	(mention details on letter head)
2.	Model No	(mention details on letter head)
3.	Compliance of all Technical Specification	Yes/No (Attach letter head mentioning complete specification)
4.	Deviation, if any, in Technical Specification	Description if any

Name of the **item:-** **Book scanner(visualizer)**

S.No	Description	Compliance/Offered by the Bidder
1.	Proposed Making company & model	(mention details on letter head)
2.	Model No	(mention details on letter head)
3.	Compliance of all Technical Specification	Yes/No (Attach letter head mentioning complete specification)
4.	Deviation, if any, in Technical Specification	Description if any

Please attach Technical specifications compliance sheet (on letter head only) and provide reference number with this annexure(to be checked in technical bid opening). (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as per BID)

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Authorized Signatory Name:

Designation:

ANNEXURE-7 : BANK GUARANTEE FORMAT - PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
Commissioner,
Nagar nigam greater
Jaipur,

1. In consideration of the Commissioner, NNJG (hereinafter called "Procuring Entity") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the Commissioner, NNJG through and (Contractor) for the work.....(hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees.....only),we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the NNJG an amount not exceeding Rs.....(Rupeesonly) on demand.

2. We..... (Indicate the name of Bank),do hereby undertake to pay Rs..... (Rupees.....only), the amount due and payable under this guarantee without any demur or delay, merely on a demand from the NNJG. Any such demand made on the bank by the NNJG shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the NNJG and We (Indicate the name of Bank), bound ourselves with all directions given by NNJG regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).

3. We(indicate the name of Bank), undertake to pay to the NNJG any money so demanded Notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and

effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of NNJG under or by virtue of the said Agreement have been fully paid and its claims satisfied or is charged or till the NNJG certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the NNJG that the NNJG shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NNJG against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the NNJG or any indulgence by the NNJG to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

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

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

9. It shall not be necessary for the NNJG to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the NNJG may have obtained or obtain from the contractor.

10. We (indicate the name of Bank) verify that we have a branch at jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/ constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by thebank.

Datedday of.....For and on behalf of the <Bank>
(indicate the Bank)

Signature (Name &Designation)

Bank's Seal

The above performance Guarantee is accepted by the NNJG

For and on behalf of the NNJG

Signature	Name	&Designation
-----------	------	--------------

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ANNEXURE-8: DRAFT AGREEMENT FORMAT
{to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____ 2024 by and between Commissioner NNJG. having its head office at : Pandit Deendayal Uppadhyay Bhawan, Tonk Rd, Lalkothi, Jaipur-302005 (herein after referred to as Procuring Entity/ NNJG) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONEPART

And

M/s _____ a company registered under the Indian Companies Act, 1956 with its registered office at(herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas, Procuring Entity is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the BID document dated of <NIB No>. And whereas

M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and BID document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Procuring Entity from time to time.

And whereas

Procuring Entity has accepted the bid of supplier and has placed the Work Order vide Letter No _____ dated _____, on which supplier has given their acceptance vide their Letter

No. _____ dated. _____

And whereas

The supplier has deposited a sum of Rs. _____ /-(Rupees _____) in the form of _____ ref no. _____ dated _____ of Bank and valid upto _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. _____ dated _____ and BID document dated _____ issued by NNJG along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by NNJG to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the BID, along with its enclosures/ annexure and Technical Bid along with subsequent clarifications submitted by supplier.

3. The NNJG do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the BID and Contract, the NNJG will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the BID, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the BID document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _and completed by supplier within the period as specified in the BID document.
5. In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of the contract :-

- | | |
|--|-------|
| a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion | 2.5% |
| b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion | 5.0% |
| c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion | 7.5% |
| d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion | 10.0% |

Note:

- I. . Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - II. The maximum amount of agreed liquidated damages shall be 10%.
 - III. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - IV. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the BID document.

In witness whereof the parties have caused this contract to be executed by their
Authorized Signatories on this _____ day of, 2024.

Signed By:	Signed By:
Designation: Company:	(Authorized Signatory) Commissioner, Nagar Nigam Greater Jaipur, Rajasthan
<i>In the presence of</i>	<i>In the presence of</i>
Designation: Company:	Designation: Commissioner, Nagar Nigam Greater Jaipur, Rajasthan
Designation:	Designation: Company: Commissioner, Nagar Nigam Greater Jaipur, Rajasthan

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ANNEXURE '9' ANNUAL TURNOVER STATEMENT

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

Year Turnover

Average Turnover Total:

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

Tel. No.

Mob. No.

RajKaj Ref
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**ANNEXURE '10':AFFIDAVIT REGARDING COMPLIANCE TO TERMS & CONDITION
OF BID**

-:

Bidder's Name:

Bid Participation for _____

Name of the Item for which the bid offered: _____

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

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

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

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

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

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

Authorized Signatory Name:

Designation:

**RajKaj Ref
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ANNEXURE-11 TECHNICAL UNDERTAKING

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

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the _____ - from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the Bid:

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

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

Authorized Signatory Name:
Designation:

RajKaj Ref
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ANNEXURE-12 FINANCIAL UNDERTAKING

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

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

I/We will furnish the prescribed performance security amount of 5% on the total value of the cost of the quantity for supply, within seven (7) days of the acceptance of my our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/ our Bid security stand forfeited if I/ we fail to furnish the prescribed performance security and also enter into agreement within seven (7) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our security deposit or any amount available with the _____ is liable to be forfeited, award of supply contract stand cancelled besides blacklisting me/us.

Authorized Signatory Name:

Designation:

**RajKaj Ref
5814946**