

# **Nagar Nigam Jodhpur (South)**

## **Short term Tender Bidding Document for the arrangements for organising Camps for Indira Gandhi Smartphone Yojana (IGSY) at two locations**

# INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

Ref No. \_\_\_\_\_

Dated: \_\_\_\_\_

UBN: - \_\_\_\_\_

Dated: \_\_\_\_\_

This RFP/ Bid Document is hereby issued to select the bidders, for the selection of agency for infrastructural arrangements for organising Camps for Indira Gandhi Smartphone Yojana (IGSY) at each Block and District headquarters and other identified Permanent locations.

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Commissioner</li> <li>District- Jodhpur</li> <li>Address: Office of Commissioner, Nagar Nigam Jodhpur(south)</li> </ul>
<b>Name &amp; Address of the Nodal Officer</b>	<ul style="list-style-type: none"> <li>Name: Utsav Kaushal</li> <li>Designation: Commissioner</li> <li>Address: Near Polytechnic college, Jodhpur</li> <li>email: <a href="mailto:ceo_nnj@rediffmail.com">ceo_nnj@rediffmail.com</a></li> </ul>
<b>Subject Matter of Procurement</b>	Request for Proposal (RFP) for the selection of agency for infrastructural arrangements for organising Camps for Indira Gandhi Smartphone Yojana (IGSY) .
<b>Bid Procedure</b>	Single-Stage: Double Part (Envelop) Open Bid, e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)-L1
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, (any other site)</li> <li>Bidding document fee: Rs. 1000/- (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "Commissioner, Nagar Nigam Jodhpur (south)"</li> <li>RISL Processing Fee: Rs. As per FD order F.8(10)FD/SPFC/Misc/2022 dated 27.01.2023 payable through single challan on e-GRAS or in the form of Demand Draft (DD)/Bankers Cheque (BC) in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	INR Lakhs (Inclusive of taxes)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): Rs. _____ 2% of estimated procurement cost</li> <li>Mode of Payment: Banker's Cheque (BC) or Demand Draft (DD) or Bank Guarantee (in specified format)</li> </ul>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at eProc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date/Time: 29-7-2023</li> <li>End Date/Time: 04-08-2023, 5 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee</b>	<ul style="list-style-type: none"> <li>End Date/Time: 04-08-2023, 5 PM</li> </ul>
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>Date: 05-08-2023</li> <li>Time: 1 PM</li> <li>Place: Nagar Nigam Jodhpur South Office</li> </ul>
<b>Date/ Time/ Place of</b>	<ul style="list-style-type: none"> <li>To be informed separately to the technically qualified bidders</li> </ul>



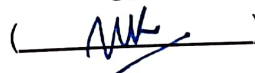
**Financial Bid Opening****Bid Validity**

90 days from the bid submission deadline

**Note:**

- 1) Bidder (authorised signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) \* In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as specified in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of Commissioner, Nagar Nigam Jodhpur(South) and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) Commissioner, Nagar Nigam Jodhpur(south) will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  
e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Sd/-



Commissioner  
Nagar Nigam Jodhpur(South)

## **1. PROJECT PROFILE & BACKGROUND INFORMATION:**

The Rajasthan state government has envisaged to launch Indira Gandhi Smartphone Yojana (IGSY). This scheme is a pioneering step in the arena of women empowerment where women are provided free internet connection along with the smartphone to look for the new horizon across the world, explore new possibilities for self-employment and greater connectivity with various social welfare schemes of the state government.

Under this scheme, the benefits will be provided to the beneficiaries through DBT for which camps will be organized at district and block level.

## **2. INFORMATION TO BIDDERS:**

- 1) This RFP is hereby issued to the bidders, selected through the online bidding procedure:
- 2) Commissioner, Nagar Nigam Jodhpur (south) is inviting techno-commercial electronic (e-Bid) proposal through open competitive bidding.
- 3) Based on the technical and financial selection criteria, defined in this bidding document, Commissioner, Nagar Nigam Jodhpur(south), will identify the successful bidder from the above shortlisted bidders who will be responsible for organizing the camp.



### 3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA:

- 1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder should be a registered legal entity in India as mentioned below: -</p> <p>Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement</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> <p>OR</p> <p>A partnership firm registered under Indian LLP Act, 2008.</p>	- Copy of valid Registration/ Incorporation Certificates
2	Financial: Turnover	<p>Total accumulated turnover of the bidder during the last five financial years i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022 &amp; 2022-23 from organising the events/ camps/ shivir/ or any other similar activity (as per the audited balance sheets), should be equal to or higher the estimated procurement cost mentioned in this bidding document i.e. at least <b>INR 20.00 lacs</b></p>	<p>CA Certificate with CA's Registration Number/ Seal</p> <p>In case CA certificate is not available then an undertaking from the bidder on Rs 100 stamp paper may be submitted.</p>
3	Tax registration and clearance	<p>The bidder should have a registered no. of</p> <p>i. Income Tax / Pan Number.</p> <p>ii. GSTIN</p>	1) Copies of relevant certificates of registration
4	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing</p>	A Self Certified letter as per Annexure-3: Self-Declaration


S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>reasons;</p> <p>b) not have, and their 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;</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	



#### 4. SCOPE OF WORK, DELIVERABLES & TIMELINES

- 1) The selected bidder will be required to undertake the below mentioned tasks under the supervision of designated officers of commissioner ,Nagar Nigam Jodhpur(south) for successful conduction of the camps proposed to be organized from 10 **August, 2023 to 08 October, 2023**. These camps can be further extended as per provisions of RTPP Act & Rules.
- 2) The selected bidder will be required to make complete arrangements with respect to various aspects of the camps in consultation with designated officers of Nagar Nigam Jodhpur(south)and as per the details below:

##### A. IGSY Distribution Camps:

Srl	Activity	SoW																
1	Scope of work printing activity	<p><b>Flex printing with (pasting on wooden wall/ Iron Frame) approximately 500 Sq. ft.</b> in different sizes (3x6 ft., 4x8 ft., 12x8 ft., 10x20 ft. etc.) as per requirement of the camp.</p> <p>Complete design, fabrication, printing, setup &amp; deployment of flex hoardings, stage backdrop, standees, directions, sign-boards, etc. in conjunction with the theme provided by the DIPR/ department.</p> <ul style="list-style-type: none"><li>• <b>Paper Bag</b> – 7.5"X9"X2.5", 300 GSM art paper for color printing, matt coating</li><li>• <b>Paper Leaflet</b>-- Size: 8.5"X11", 130 GSM paper for color printing</li><li>• <b>Sticker</b>: 4X2" for color printing, gumming sheet</li><li>• <b>T-Shirts (Polo Neck)</b>: For camp staff</li></ul> <table><tr><td colspan="2">Specification of Polo Neck T-shirt with printed Logo/ message (front) as provided by DIPR</td></tr><tr><td>Quantity</td><td>20 nos. for each camp</td></tr><tr><td>Size</td><td>Large/ XL/ XXL as required</td></tr><tr><td>Colour</td><td>Preferably white</td></tr><tr><td>Fabric</td><td>Polyester Dry-Fit</td></tr><tr><td>Quality</td><td>Approx. 160-170 GSM</td></tr><tr><td>Style</td><td>Polo Neck</td></tr><tr><td>Printing</td><td>Logo in front</td></tr></table> <p>Sample of T-shirt:</p> 	Specification of Polo Neck T-shirt with printed Logo/ message (front) as provided by DIPR		Quantity	20 nos. for each camp	Size	Large/ XL/ XXL as required	Colour	Preferably white	Fabric	Polyester Dry-Fit	Quality	Approx. 160-170 GSM	Style	Polo Neck	Printing	Logo in front
Specification of Polo Neck T-shirt with printed Logo/ message (front) as provided by DIPR																		
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Srl	Activity	SoW			
2	Venue Design, Development & Management	<b>Indicative Requirements are listed below</b>			
		<b>Srl</b>	<b>Category</b>	<b>Item Description</b>	<b>Unit Qty</b>
		1	Electrical / Electronic	Spike Busters (15 amp/ 5 amp) with min. 4 socket	Nos. 4
		2		Laptops Wi-Fi enabled with Mouse (as per specification Attached)	Nos. 6
		3		Multi-Function Printer (Copy, Print & Scan) with Toner (B&W) (as per specification Attached)	Nos. 2
		4		Scanner (as per specification Attached)	Nos. 2
		5		Pedestal Fans	Nos. 7
		6		Cooler Jumbo	Nos. 5
		7	Passive Cabling	Set up of 10 Network point LAN cabling to the computer/printer including LAN cable, laying of cable, fixing with walls including LAN switch as required to connect all equipment.	In mtrs As per requirement
		8	Furniture	Exhibition Tables (3x2 ft.)	Nos. 15
		9	Printing	Colored flex/stage backdrop/ standees/ directions/ signboards etc printing	Nos. As per Requirement
		10		Polo Neck T-Shirt	Nos. As per requirement
		11		<b>Bag</b> – 7.5"X9"X2.5", 300 GSM art paper for color printing, matt coating <b>Leaflet</b> – Size: 8.5"X11", 130 GSM paper for color printing <b>Sticker</b> : 4X2" for color printing, gumming sheet	Nos. As per requirement

**Note:**

- The delivery schedule of printing materials will be as mentioned below:
  - For Flex printing and installation & Delivery of Polo Neck T-Shirt:** It should be done before 24 hours of start of the camp.
  - For Bag/Leaflet/Sticker:** The 25% of quantity should be reach on weekly basis before 24 hours of start of the week for 4 weeks. The start date of week is the day from the camp will start.
- For all camp activities, "Activity Start Date-Time" may vary by 12 hours [Prepone/Postpone] from the time as mentioned in below sub-sections. Department shall inform BIDDER about the change of schedule well in advance.
- The camp duration is of 60 days which may be extended/reduced as per provisions of RTPP ACT & Rules.
- For calculation purposes, the days are defined as calendar days between start and end date of camps. The camps will be organised for six days in a week with one day holiday.
- The quantities mentioned above are approx. and tentative. The purchaser reserves the right to cancel/ postpone/ reduce the scope/ increase the scope of any component.



## **5. INSTRUCTION TO BIDDERS (ITB):**

### **1) Sale of Bidding/ Tender Documents**

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. 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 it in cash or by bank demand draft, banker's cheque.

### **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: 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**

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

- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
  - a. Technical Bid, including fee details, eligibility & technical documents
  - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

<b>Table 5.1 :- Technical Bid Documents</b>		
<b>SNo.</b>	<b>Documents Type</b>	<b>Document Format</b>
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (eProc)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
<b>Technical Bid</b>		
4.	Technical Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory (PDF)
5.	Self Declaration	Annexure-3
6.	Certificate of Conformity / no deviation	Annexure-6

- e) Financial bid shall include the following documents: -

<b>Table 5.2 :- Financial Bid Documents</b>		
<b>SNo.</b>	<b>Documents Type</b>	<b>Document Format</b>
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-2 (PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal
3.	Per Item Rate	As per Annexure-1 (.XLS)

- f) 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/ content 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 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:** Alternative/ Multiple Bids shall not be considered at all.



- 7) **Bid Security:** Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- a) 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.
  - b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
  - c) 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.
  - d) The bid security may be given in the form of a banker's cheque or draft or bank guarantee, in specified format, of a scheduled bank. The bid security must bidder in valid thirty days beyond the original or extended validity period of the bid.
  - e) 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.
  - f) 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.
  - g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
  - h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
  - i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
    - a. when the bidder withdraws or modifies its bid after opening of bids;
    - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
    - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
    - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
    - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
  - j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
  - k) No interest shall be payable on the bid security.
  - l) 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.
  - m) The procuring entity shall promptly return the bid security after the earliest of the following cases, namely: -
    - a. the expiry of validity of bid security;

- b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
- c. the cancellation of the procurement process; or
- d. 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 or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. 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, 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 and processes further.

**10) 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 authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) 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.
- d) All the documents comprising of Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to Commissioner, Nagar Nigam Jodhpur (South)).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - b. bid is valid for the period, specified in the bidding document;



- c. bid is unconditional and the bidder has agreed to give the required performance security; and
  - d. other conditions, as specified in the bidding document are fulfilled.
  - e. any other information which the committee may consider appropriate.
  - f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
  - g) 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.
- 11) Selection Method:**
- a) Selection method is Least Cost Based Selection.

**Only one L1 bidder to be selected**

The L1 bidder will be selected on itemwise of BoQ only.

**12) 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.

**13) Evaluation & Tabulation of Technical Bids:**

**a) Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of technical criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  - i. "deviation" is a departure from the requirements specified in the bidding document;
  - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
  - i. if accepted, shall: -
    - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

- 2. 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
- ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. 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.
- e. 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.

**b) 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 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 or documentation received from the bidder under (b) above.

**c) 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.
- d) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- e) 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.

**14) Evaluation & Tabulation of Financial Bids:** Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the technically qualified bidders, shall be opened online at notified time, by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.
- b) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;



- c) conditional Bids are liable to be rejected;
  - d) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
  - e) the financial bids shall comprise of per item rate (as per Annexure-1 (BoQ)).
  - f) the evaluation shall follow the process mentioned at clause 12 above for calculation of L1:
  - g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
  - h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
  - i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
  - j) To evaluate a financial bid, the tendering authority shall consider the following: -
    - a. The bid price as quoted in accordance with bidding document.
    - b. Price adjustment for correction of arithmetic errors in accordance with bidding document.
  - k) All rates quoted must be FOR destination and should include all incidental charges except GST which should be shown separately. In case of local supplies, the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchaser. Goods to be purchased are for the purpose of official use, hence Octroi is not payable. The rates, therefore, should be exclusive of Octroi, and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of Octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
- 15) Correction of Arithmetic Errors in Financial Bids:** 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 there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
- 16) Negotiations:**
- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- 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 seven 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 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.

**17) 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.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - a. communicated to the concerned bidder in writing;
  - b. published on the State Public Procurement Portal, if applicable.

**18) 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 price quoted by the bidder is assessed to be reasonable;
  - b. the Bid is unconditional and complete in all respects;
  - c. there are no obvious indicators of cartelization amongst bidders; and
  - d. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the account's member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) 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.

**19) 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 registered 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 three 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.
- 20) **Information and publication of award:** Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.
- 21) **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.
- 22) **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% of the amount of LOI/ supply order including GST in case of procurement of goods and services. In case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply including GST 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 2% of the amount of supply order.
  - c) Performance security shall be furnished in any one of the following forms: -
    - a. Bank Draft or Banker's Cheque of a scheduled bank;
    - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
    - c. 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;
    - d. 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 case of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) 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.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

**23) Execution of agreement:**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- 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 despatched to the successful bidder.
- c) If the bidder, whose 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 bidding 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.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.
- e) After signing of procurement contract/agreement and submission of required performance security, Purchaser will issue the Work Order to successful bidder.

**24) 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: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;
  - d. 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.
- b) 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 authorised to have access to such information.

- c) 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.
- d) 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.

**25) 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 -
  - a. at any time prior to the acceptance of the successful Bid; or
  - b. 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 whose 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: -
  - a. 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;
  - b. 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.

**26) 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 includes provisions for: -
  - a. Prohibiting
    - i. 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;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
    - iv. 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;
    - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;



- vi. 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;
- vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
- c. 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: -
  - a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

**27) 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 fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

**28) Appeals:**

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the 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.

- b) 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.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) 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 (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) 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:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :  
 First Appellate Authority: Commissioner ,Nagar Nigam Jodhpur(South)  
 Second Appellate Authority: Director, DLB, Jaipur
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-5 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) 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.
- i) 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.

29) **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.

30) **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 twenty lakh rupees or five per cent of the value of procurement, whichever is less.

31) **Offences 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-

a. "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

b. "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.

32) **Debarment from Bidding:**

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property

or causing a threat to public health as part of execution of a public procurement contract.

- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

**33) Monitoring of Contract:**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery. If still there is an delay in the delivery or quality of goods and services during and before the camp and having a direct/indirect adverse impact on any camp activity, attributable to the selected BIDDER.
- d) In case of non-delivery of goods and services or non-acceptance of good and services by the purchaser, before and during the camp, the same shall lead to "Non-Performance".
- e) In case BIDDER fail to deliver services in time or as per desired quality, the CMC will carry out the impact assessment of same and accordingly determine the penalty to be imposed on BIDDER, the penalty amount will be deducted from the amount payable to BIDDER.
- f) Delay in performance/ delivery of good and services for reasons non-accountable to the IA or due to reasons beyond control, may be dealt with accordingly.
- g) The Purchaser may also forfeit the Performance Security Deposit and also debar the selected bidder from bidding (for all types and form of bids) for at least three years in Nagar Nigam Jodhpur(south).
- h) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.



- i) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- j) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

## 6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

The Procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidders should read these conditions carefully and comply strictly while sending their bids.

### 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 Purchaser 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 Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment 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 Purchaser under the Contract.
- h) "Purchaser" 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 Purchaser 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.

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

2) **Interpretation:**

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

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser 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 (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

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

3) **Language:**

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

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) **Service of Notice, Documents & Orders:**

a) A notice, document or order shall be deemed to be served on any individual by -

a. delivering it to the person personally; or

b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;

c. on a body corporate by leaving, it at, or sending it by post to, the registered office of the body corporate.

b) When the procedure laid down in (a) above is followed, service shall be deemed to be affected by properly addressing, preparing and posting the document, notice or order, as the case may be.

5) **Scope of Supply:**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
  - b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
  - c) Additional goods and/ or related services, if any, provided by the selected bidder, shall be paid on mutually agreed terms & conditions and as decided by the CMC. The decision of the CMC shall be final and bidding upon the selected bidder.
- 6) **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 /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.
- 7) **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.
- 8) **Purchaser's Responsibilities:**
- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
  - b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.
- 9) **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.



**10) Recoveries from Supplier/ Selected Bidder:**

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

**11) Right to vary quantity:**

- a) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:
  - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - (b) 50% of the value of goods or services of the original contract.

**12) Taxes & Duties:**

- a) The TDS, if applicable, shall be deducted at source/ paid as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

**13) 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 Purchaser/Tendering authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no camp 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.

**14) 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 conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings

- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- 15) **Packing and Documents:**
- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
  - b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.
- 16) **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 case 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.
- 17) **Inspection:**
- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided. Inspection shall be made at supplier's/ selected bidder's godown (at supplier's/ selected bidder's cost).
  - 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 Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

**18) Samples:**

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM<sup>1</sup> shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a box or in paper bags at the cost of the bidder (avoiding single use plastic).
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. Commissioner, Nagar Nigam Jodhpur (South) shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.  
The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. Commissioner shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by Commissioner and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. Commissioner, Nagar Nigam Jodhpur(South) will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

**19) Drawl of Samples:** In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

**20) Testing charges:** Testing charges shall be borne by the Nigam. In case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

**21) Rejection:**

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- 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 Commissioner's 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 stipulated time period from the 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.
- 22) **Extension in Delivery period, Extent of Quantity – Repeat Orders and Liquidated Damages (LD):**
- a) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period on receipt of the firm order from the Purchase Officer.
  - b) The Selected bidder shall arrange supplies within the stipulated time period.
  - c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.
  - d) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
  - e) 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 goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %



d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %
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- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. \*The percentage refers to the payment due for the associated works/ goods/ service.

**23) Freight:**

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to payee freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

**24) Payments:**

- a) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/ reputed goods transport companies, etc., and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder.
- b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F. & A.R all remittance charges will be borne by the bidder.
- c) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- d) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

25) Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

26) **Settlement of Disputes:** If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

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

28) **Limitation of Liability:** Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,

- provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.
- 29) **Force Majeure:**
- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an camp of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an camp or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such camps may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, due to rains at identified locations, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Commissioner, Nagar Nigam Jodhpur(South) in writing of such conditions and cause thereof within 15 days of occurrence of such camp. Unless otherwise directed by Commissioner, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevent or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the , the Nigam or Commissioner may take the case with the supplier/ selected bidder on similar lines



## **7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

- a) Payment schedule – Payment to the selected bidder will be made only after the delivery of items.
- b) Order to the selected BIDDER shall be placed on the rates quoted in financial bid.
- c) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- d) 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.
- e) Additional goods and/ or related services, if any and apart from SoW mentioned in this bidding document, provisioned by the BIDDER during the camp shall be paid on mutually agreed terms and as per the decision by CMC. The decision of the CMC, for payments towards additional goods and/ or related services, shall be final and binding upon the BIDDER.
- f) Any flaw on account of selected BIDDER hindering the smooth functioning of the overall even shall attract appropriate penalty which shall be derived as per quoted prices and/ or as per prevailing market rates and as decided by CMC and same shall be deducted from the due payments to BIDDER.
- g) In the camp of failure of the BIDDER in satisfactorily performing the assigned tasks or any part of it, the tendering authority will be entitled to get the same executed from any other source/agency. The price charged /cost of the same shall be recoverable from the Camp Management Agency

**ANNEXURE-1 FINANCIAL BID FORMAT (BOQ)** {TO BE SUBMITTED BY THE BIDDER ONLY IN BOQ FORMAT (.XLS) AVAILABLE AT E-PROC PORTAL}

**BoQ (Unit Cost of Items)**

S. No.	Activity/ Item Description	Qty	Units	Unit Rate in INR (incl. All incidental charges and all Taxes but excl. GST	GST (In %)	GST (In IN R)	Unit Rate in INR (incl. All incidental charges and all Taxes)	*Total Value in INR (incl. All incidental charges and all Taxes)
A	B	C	D	E	F	G	H=E+G	I=H*C
<b>BoQ of IGSY Camps</b>								
1	Scanner (Procure)	4	Nos					
2	Laptops Wi-Fi enabled with Mouse (Procure)	12	Nos					
3	Multi-Function Printer with toner (B&W) (Procure)	4	Nos					
4	Pedestal Fans(Procure)	14	Nos					
5	Cooler Jumbo (Procure)	10	Nos					
6	Exhibition Tables (3x2 ft.) (Procure)	30	Nos					
7	<b>Passive Cabling:</b> Set up of 10 Network point LAN cabling to the computer/printer including LAN cable, laying of cable, fixing with walls including LAN switch as required (Procure)	2	As per requirement					
8	Flex printing and pasting on wooden wall/Iron Frame of approximately 30 sq feet in the form of Hoarding/ stage backdrop/ standees/ directions/ Sign Boards, etc (Procure)	20	square feet					
9	Bag (Procure)	13325	Nos					
10	Leaflet (Procure)	13325	Nos					
11	Sticker (Procure)	13325	Nos					
12	Polo Neck T-Shirt (Procure)	40	Nos					

**Note:**

1. The L1 bidder will be selected on itemwise BoQ only.
2. Order to the selected BIDDER shall be placed on the rates quoted in financial bid.
3. The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and



related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

4. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
5. All remittance charges will be borne by the supplier/ selected bidder.
6. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
7. Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
8. If Individual rates of items in BoQ are high exceptionally in comparison of market rates then purchase committee may negotiate in good faith.
9. Any other work executed (additional goods and/ or related services) which is not mentioned in this document but required to execute the camp smoothly, if any, provided by the selected bidder, shall be paid on mutually agreed terms & conditions and as decided by the Committee. The decision of the Committee shall be final and binding upon the selected bidder.

**ANNEXURE-2: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {to be submitted by the bidder on his Letter head}**

To,  
Commissioner,  
Nagar Nigam Jodhpur(South)  
Jodhpur , Rajasthan.

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

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

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

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

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

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:



**ANNEXURE-3: SELF-DECLARATION** (to be filled by the bidder)

To,  
{Procuring entity},

In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of  
Company/ firm \_\_\_\_\_, I/ We hereby declare that presently our  
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
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) 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;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-4: DRAFT AGREEMENT FORMAT** {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Nagar Nigam Jodhpur(South) having its office at polytechnic college premise, Jodhpur (herein after referred to as Purchaser/ Commissioner) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s \_\_\_\_\_, a company registered under \_\_\_\_\_ 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,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated \_\_\_\_\_ of <NIB No \_\_\_\_\_>.

And whereas

The supplier 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 RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which M/s \_\_\_\_\_ 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 up to \_\_\_\_\_ 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 RFP document dated \_\_\_\_\_ issued by Commissioner 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 Commissioner to supplier at the rates set forth in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in scope of work and provide related services in the manner set



- forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The Commissioner 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 RFP and Contract, the Commissioner will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP 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 RFP document.
  5. In case Successful Bidder fail to deliver services in time or as per desired quality, the CMC will carry out the impact assessment of same and accordingly determine the penalty to be imposed on BIDDER, the penalty amount will be deducted from the amount payable to BIDDER.
  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 RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed By:	Signed By:
(Name) Designation:., Company:	Designation: Commissioner, Nagar Jodhpur(South) Nigam
<i>In the presence of:</i>	<i>In the presence of:</i>
(Name) Designation: Company:	(Name) Designation: -----
(Name) Designation: Company:	(Name) Designation: -----

**ANNEXURE-5: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

**1. Particulars of appellant:**

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

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

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

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

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

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

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

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

Place .....

Date .....

Appellant's Signature



To,  
{Procuring Entity},

---

**CERTIFICATE**

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the 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.

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.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## Technical specifications of Laptop

Operating System	Windows 11 64 bit or higher preloaded with OEM recovery partition.
Processor	Intel core i3
Memory	8 GB DDR4-2400 or higher MHz 2 DIMM slots
Storage	512 GB M2 PCIe NVMe SSD
Ports	1 USB 3.2 Gen 1 2 USB 2.0 or higher 1 HDMI 1.4 ,1 Power-adapter port 1 Audio headphone/microphone jack
Network	Integrated 10/100/1000 GB Ethernet LAN Integrated Bluetooth Integrated dual band Wireless 802.11 a/b/g/n/ac
Graphics	Integrated/Discrete Graphics
Display	14" or higher HD Display
WebCam	HD Web Camera (front facing)
Keyboard	Spill Resistance backlit standard keyboard
Touchpad	Touchpad with gesture support
Audio	Inbuilt speakers and integrated digital microphone
Battery	Minimum 4 hrs. Battery Backup (three years battery replacement warranty) with fast charging.
Power Supply	Standard OEM AC Adaptor
Accessories	Carry Bag , Optical Mouse
Antivirus	Internet security of Trend Micro/ Symantec/ Sophos/ Quick Heal/ Kaspersky subscription.
Warranty	1 Year or more comprehensive onsite OEM warranty including battery. (from date of delivery)



## **Technical specifications of Laserjet Multifunction Printer**

➤	Product	Laser Printer
➤	Function	Print, Scan, Copy
➤	Network Capabilities 802.11b/g/n;	Gigabit Ethernet 10/100/1000 BASE-T network
➤	Wireless Capability WPA/WPA2, Direct	Built-in-dual-brand Wi-Fi, Authentication via WEB, WPA Enterprise Encryption via AES or TKIP, WPS, Wi-Fi Bluetooth Low-Energy
➤	Mobile Printing Capability Mopria™, Certified Apps	Direct Printing
➤	Network Protocols (raw Apple Discovery; SLP, DHCP, Statefull Syslog	TCP/IPv4, Print; TCP/IP port 9100 Direct Mode, LPD queue support only, Web Services Printing, Airprint™, Google Cloud Print 2.0, Mopria, IPP Print; Bonjour, Web Services Discovery, IP Config, IPv4 (BootP, AutoIP, Manual), IPv6 (Stateless Link-Local and via Router via DHCPv6), SSL Security and Certificate management; Management; SNMPv1, SNMPv2, SNMPv3, HTTP/HTTPS, FTP FW download
➤	Finished output handling	Sheet feed
➤	Output Capacity	Up to 150 Sheets
➤	Input Capacity	Up to 350 Sheets (Tray 1: up to 100 sheets; Tray 2: up to 250 sheets)
➤	Media type and capacity, ADF	Sheets:50
➤	Scan Speed (Normal, Letter)	Up to 31 ppm (b&w), up to 21 ppm (color)
➤	Scan Speed (Normal, A4)	Up to 29 ppm (B7w), up to 20 ppm (color)
➤	Number of print cartridges	1 (black)
➤	Print speed black (normal, letter)	Up to 30 cpm
➤	Print speed black (normal, A4)	Up to 30 cpm
➤	Print speed duplex (A4)	Up to 32 cpm
➤	Copy speed (black, normal, A4)	Up to 25 cpm
➤	Storage device and direct printing	Wireless direct printing: Optional job storage via external rear host USB port (Minimum 16 GB): Walk-up USB printing

➤	Paper trays, standard	2
➤	Duty Cycle (Monthly)	4000 Pages
➤	Duplex Printing	Automatic (Default)
➤	Scan File Format	PDF, JPG, TIFF
➤	Color Scanning	Yes
➤	Auto document feeder capacity	Standard, 50 sheets
➤	Scanner Type	Flatbed, ADF
➤	Scan input modes	Front-panel scan, copy, email or file buttons ; Scan Software and user application
➤	Scan size ADF (minimum)	102 x 152 mm
➤	Bit Depth	24-bit
➤	Software scan file format	Windows PDF, searchable PDF, JPG, RTF, TXT, BMP, PNG, TIFF
➤	Processor Speed	1200 MHz
➤	Memory	512 MB DDR, 512 MB Flash
➤	Scan Resolution, Hardware	Up to 1200 x 1200 dpi
➤	Compatible Operating Systems	Windows Client OS (32/64 bit), Win10, Win 8.1, Win 8 Basic, Win8Pro, Win8 Enterprise, Win8 Enterprise N, Win7 Starter Edition SP1, UPD Win7 Ultimate, Mobile OS, iOS, Android, Mac, Apple® macOS Sierra v10.12, Apple® macOS High Sierra v10.13, Apple® ,macOS Mojave v10.14, Discrete PCL6 Printer Driver,
➤	Compatible Network OS	Windows Server 2008 R2 64-bit, Windows Server 2008 R2 64-bit (SP1), Windows Server 2012 64-bit, Windows Server 2012 R2 64-bit, Windows Server 2016 64-bit, Failover Cluster 2008 R2, Failover Cluster 2012 R2, Terminal Server 2008 R2, Remote Desktop server 2012 R2, Citrix Server 6.5, Citrix XenApp & Xen desktop 7.6, Novell iPrint server, Citrix Ready Kit Certification- Up to Citrix Server 7.18



# Technical specifications of Scanner

## Scanner type

- Flatbed with ADF

## Scan resolution, optical

- Up to 600 dpi (color and mono, ADF)
- Up to 1200 dpi (color and mono, flatbed)

## Duty cycle (daily)

- Recommended daily duty cycle: 1500 pages (ADF)

## Scan size (flatbed), maximum

- 216 x 297 mm

## Media types

- Paper (banner, inkjet, photo, plain), envelopes, labels, cards (greeting, index)

## Scan file format

- For text & images: PDF, JPEG, PNG, BMP, TIFF, TXT(Text), RTF (Rich Text) and searchable PDF.

## Scan input modes

- Scan front-panel function: Save as PDF, Save as JPEG, E-mail as PDF and Send to Cloud.

## Scanner advanced features

- One pass duplex scanning
- One button scan
- OCR
- Configurable Scan shortcuts

## ADF specifications

### Automatic document feeder capacity

- Standard, 50 sheets

### Scanning options (ADF)

- Single-pass E-Duplex

### Scan size (ADF), maximum

- 216 x 3100 mm

### Scan size ADF (minimum)

- 89 x 148 mm

## Power consumption

4.73 watts (Ready), 1.68 watts (Sleep), 0.13 watts (Auto-Off), 0.14 watts (Manual-Off) 1

## Warranty

- 1 Year Limited Warranty (Return to Dealer - Unit Exchange)