कार्यालयः— जिला एवं सत्र न्यायालय, जोधपुर जिला
(फोनः 0291—2545850, ई—मेलः dc-joddis-rj@nic.in)

क्रमांकः—एफ /स्टोर/नवीन क्रय/2026/262 दिनांकः—17/11/2026

खुली बोली आमंत्रण सूचना

Procurement & Installation of Single Function Laser Printer अनुमानित राशि रू 4.56 लाख उपापन किये जाने के लिए वस्तु एवं सेवा कर में पजीकृत एवं Certified Authorized Distributors/Dealers /Channel Partner/Retailers से तकनीकी एवं वित्तीय बोली दिनांक 30.11.2026 को अपराह्न 2.00 बजे तक ऑन लाईन https://shpp.rajasthan.gov.in पर आमंत्रित की जाती है। बोली आंमत्रण सूचना एवं बोली शर्ते/दस्तावेज SHPP Portal एवं विभागीय वेबसाईट https://jodhpur.dcourts.gov.in/ पर पर देखा जा सकता है।

UBN:- Goods/2026-27/0022/073 Date: 17-11-2026

17/11/26

अध्यक्ष, क्रय समिति
जिला एवं सत्र न्यायालय
जोधपुर जिला

अध्यक्ष, क्रय समिति
(ADJ Jodhpur Distt.)
जिला एवं सत्र न्यायालय, जोधपुर जिला

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DISTRICT AND SESSIONS JUDGE, JODHPUR DISTRICT

BID REFERENCE NUMBER: GOODS/2026-27/0022/073

REQUEST FOR PROPOSAL (RFP)

for

PROCUREMENT AND INSTALLATION OF SINGLE FUNCTION LASER PRINTER

2026

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Section 1 - Notice Inviting Bid

UBN: Goods/2026-27/0022/073 **Date:** 17-11-2026

General Information	
Contact details of Procuring Entity	• District and Sessions Judge, Jodhpur District • District and Sessions Judge, Jodhpur District
Contact details of the Project Officer In-Charge (POIC)	• Additional District and Session Judge Jodhpur Dis • Additional District and Session Judge Jodhpur District • Old High Court Campus, Paota Chauraha, Jodhpur. • dc-joddis-rj@nic.in • 2912545850
Bid Details	
Subject Matter of Procurement	Goods
Title of procurement	Procurement and Installation of Single Function Laser Printer
Estimated Value of Procurement (Inclusive of all taxes and charges)	456,000 (INR)
Method of Procurement	Open Competitive Bidding
Bid Procedure	Single Stage Two cover
Bid Evaluation Method	Least Cost Based Selection
Bid Validity Period	90 Days
Fee Details	
Bid Document Fees	• Others: 1,000 (INR) • MSME: 500 (INR)

Processing Fees	• 500 (INR)
Bid Security	• Others: 9,120 (INR) • MSME: 2,280 (INR) • Sick Industries: 4,560 (INR)
Mode of Payment	Accepted mode of payment as per Rule 42 of RTPP Rules, 2013
Important dates	
Bid Publishing Date and Time	17-11-2026 04:00 PM
Pre-Bid Query Submission End Date and Time	Not Available
Bid Submission Start Date and Time	17-11-2026 05:00 PM
Bid Submission End Date and Time	30-11-2026 02:00 PM
Bid (Technical) Opening Date and Time	01-12-2026 02:00 PM
Bid (Financial) Opening Date and Time	Will be intimated later to the Technically qualified bidders

Section 2 - Abbreviations and Definitions

Abbreviation	
BDF	Bidding Forms
BDS	Bid Data Sheet
Bid security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents;
Bidder	Any person participating in a procurement process with a procuring entity
BIS	Bureau of Indian Standard
COTS	Non customizable Commercial Off the Shelf (COTS) Software
DSC	Digital Signature Certificate
eGRAS	Online Government Receipts Accounting System
EQC	Evaluation and Qualification Criteria
FDR	Fixed Deposit Receipt
GCC	General Conditions of Contract
Goods	Includes all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Service Tax
GSTIN	Goods and Service Tax Identification Number
IPC	Interim Payment Certificate
ITB	Instructions to Bidders
LBSM	Lowest Bid Selection Method
LITES	List of IT Equipment and Services
LoA	Letter of Acceptance
MoU	Memorandum of Understanding

MSBD	Model Suggestive Bidding Document
MSME	Micro, Small and Medium Enterprise
NIB	Notice Inviting Bids
NSIC	National Small Scale Industries Corporation
O&M	Operating and Maintenance
PAN	Permanent Account Number
Pre-qualification	The procedure set out to identify, prior to inviting bids, the bidders that are qualified
RTTP Act	Rajasthan Transparency in Public Procurement Act, 2012
RTTP Rule	Rajasthan Transparency in Public Procurement Rule, 2013
SCC	Special Conditions of Contract
SoR	Schedule of Requirement
SPFC	State Procurement Facilitation Cell
ATC	Additional Terms and Conditions

Section 3 - Bidder's Eligibility

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	• The bidder should be a company registered under Indian Companies Act, 1956 • A Partnership Firm registered under Indian Partnership Act 1932 • A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 • Proprietorship firm duly registered under Rajasthan Shops & Commercial Establishments Act 1958 or a similar Act of any other State/ Union, as applicable or registration under Goods and Service Tax Act, 2017 or under Micro, Small and Medium Enterprises Development Act, 2006 (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) • Bidder who have valid Authorized Distributors/Dealers /Channel Partner/Retailers Certificate will be participated in bidding. In absence of, bid will not be considered/rejected.	• Copy of valid registration and incorporation certificates • Authorized Distributors/Dealers /Channel Partner/Retailers Certificate should be upload
2	Financial Turnover	• The bidder must have an average annual turnover of at least INR 5.00 Lac for the last financial years i.e. 2022-23,2023-24, 2024-25 or 2023-24,2024-25,2025-26 as per the balance sheets.	• CA Certificate with CA's Membership Number, Seal & UDIN

S. No.	Basic Requirement	Specific Requirements	Documents Required
3	Technical Capability	• The Bidder must have experience of supplying All in One Desktop, Printer of worth total INR 5.00 Lakhs to Central or State Govt./ BFSI/ PSU /Corporation/Autonomous Institution/ Local Bodies covering the period from 2024-25 financial year upto the date of the bid issuance (The maximum number of projects or work order counted for this purpose would be three)	• The bidder must submit work Order with completion certificate regarding experience of supplying All in One Desktop, Printer as per specific requirements in bid in annexure of Technical Capability (work experience)
4	Tax Registration & Clearance	• The bidder must have a valid GSTIN (Goods and Services Tax Identification Number) registered at the principal place of business in India, as per prevailing GST law. • The bidder must have a valid Income Tax PAN (Permanent Account Number).	• Copy of GST registration certificate (GSTIN) • Copy of PAN card
5	Debarment	• The bidder, as on the date of bid submission, must not have been blacklisted, debarred, or subject to any active debarment /blacklisting period by any Central or State Government Department, Public Sector Undertaking, Autonomous Body, or NICSI, in the last three years.	• Self-declaration/Undertaking on bidder's letterhead as per prescribed format
6	Mandatory Undertaking	• The Bidder should 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 reasons.	• Self-certified declaration in prescribed format on company letterhead, signed by authorized signatory. • Authorized Distributors/Dealers /Channel Partner/Retailers Certificate should be uploadf

S. No.	Basic Requirement	Specific Requirements	Documents Required
		• The Bidder should not have, and their directors and officers do 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. • The Bidder does not have a conflict of interest in the procurement in question as specified in the bidding document. • The bidder should comply with the code of integrity as specified in the bidding document. • Bidder who have valid Authorized Distributors/Dealers /Channel Partner/Retailers Certificate will be participated in bidding. In absence of, bid will not be considered/rejected. This certificate should be upload.	

Section 4 - Scope of Work

Additional Terms and Conditions (ATC):-

1. Bidder who have valid Authorized Distributors/Dealers/Channel Partner /Retailers Certificate will be participated in bidding and such certificate should be upload.In absence of, bid will not be considered/rejected.
2. Brochure & Catalog of Make and Model quoted should be attached.
3. The items must be original Popular Branded as per specification. If any deviation/Local assembled product etc. found, legal action will be taken.
4. Product is not likely to be declared as End-of sale on the date of bid submission.
5. Product is not likely to be declared as End-of service/support within next 5 years.
6. Compliance with OEM Model and Technical Specifications : The successful bidder shall ensure that each item supplied is exactly the same OEM model, with identical technical specifications and hardware configuration, as quoted in the bid and accepted by the Procuring Entity. Supply of any alternative model, downgraded version, modified configuration, or substituted hardware component shall be treated as non-compliance with the contract and may result in rejection of the supplied items and other actions as provided under the applicable procurement rules and the terms and conditions of the bid.
7. The OEM of the proposed printers must have an authorized service center in Jodhpur.
8. All conditions mentioned in the Additional Terms & Conditions (ATC)/Scope of work attached with the tender shall form an integral part of the tender and shall be binding on the bidder.

Detailed Technical Specification & Compliance Sheet for
Single Function Laser Printer

SL. No.	Detailed Parameters	Specification Required	Compliance YES/NO (To be filled by bidder)
1	Printing Method	Monochrome Laser Beam Printing	
2	Print Speed	A4: 18PPM or Higher, Letter: 19PPM or Higher,	

3	Print Resolution	600 x 600dpi or Higher	
4	Print Quality with Image Refinement Quality	2400 (equivalent) x 600dpi	
5	Paper Handling	Paper Input (Standard): 150 sheets (based on 80g/m) or Higher and Paper Output: 100 sheets (face down) (based on 80g/m) or Higher,	
6	Paper Size	A4, Legal, Letter and Envelope,	
7	Paper Type	Plain paper, Heavy Paper, Transparency, Label, Envelope.	
8	Connectivity and Software	USB Interface: USB 2.0 High Speed or Higher,	
9	Compatible Operating Systems	Windows , Linux (Ubantu) and Any Other Compatible OS.	
10	Device Memory	32MB or Higher,	
11	Power Requirement	220 - 240V (±10%), 50 / 60Hz (±2Hz),	
12	Monthly Duty Cycle	5000 Page or Higher,	
13	Warranty	Comprehensive On-Site Warranty Except for consumables: One (1) Year.	

Section 5 - FOR Details

FOR Destination

Quantity allocation by item and location

S. No.	Item	Address	Allocated Qty.	Unit
1	Printer	District And Sessions Judge, Jodhpur District	38	Number(s)

Section 6 - Deliverables and Timelines

S.No.	Category	Project Phase	Deliverable	Timeline	Remarks
1	Printer	Delivery of Goods	Goods receipt confirmation	T + 20 Day(s)	20 Days from Issue of Work Order

Section 7 - Payment Schedule

S. No.	Category	Project Phase	Deliverable	Payment Terms	Remarks
1	Printer	Delivery of Goods	Goods receipt confirmation	After installation Certificate and Statutory dedicution.	No advance payment will be given. Payment will be made after successfully installation and issue installation certificate by competent authority and available of pool budget. No Interest shall be payable on account on any delay in payment.

Section 8 - Instruction to Bidders

Reverse Auction Enabled: No

1. General

S. No.	Clause	SubClause No.	Subclause
1.1	Scope of Bid	1.1.1	In support of the Invitation to Bid by National Competitive Bidding as indicated in the Bid Data Sheet (BDS) having title "Type of Bidding procedure (National or International)", by the Procuring Entity, issues this Bidding Document for the consultancy services. As per Rule 2 (v) of RTPP Rule "national competitive bidding" means a bidding process in which qualified bidders only from within India are allowed to participate.
		1.1.2	Throughout this Bidding Document: i. The term "in writing" means communicated in written form through letter, fax, e-mail, distributed or received via e-procurement system used by the Procuring Entity with proof of receipt; and ii. "Day" means calendar day.
1.2	Compliance with RTPP ACT & Rules - Code of Integrity and Conflict of Interest	1.2.1	Bidder to ensure compliance with RTPP Act & Rules, primarily following- i. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11 (2) of RTPP Act and Rule 80 (2) of RTPP Rules. ii. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules. iii. Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.

S. No.	Clause	SubClause No.	Subclause
1.3	Eligible Bidders	1.3.1	i) A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], if allowed in BDS having title “Joint Venture allowed? If yes, then specify number of partners?” and the number of members in a JV shall be as specified in the BDS having title “Joint Venture allowed? If yes, then specify number of partners?”. ii) The provisions for JV are specified in Annexures of this bid document. In the case of a Joint Venture the bidder should ensure the compliance with Rule 39 of RTPP Rules which specifies that in case of joint venture: a) All parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and b) a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company / firm or otherwise all the parties to Joint Venture shall sign the Agreement. iii) Each Bidder (either individually or as a JV member or as a group of holding company) shall submit only one Bid. Multiple Bids submitted by a bidder shall be summarily rejected. iv) A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process undertaken by: 1. any Procuring Entity, if debarred by the State Government; and 2. Procuring Entity if debarred by such procuring Entity. v) A Bidder, and all parties constituting the Bidder, shall have the nationality of India. vi) The bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021.

S. No.	Clause	SubClause No.	Subclause
		1.3.2	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
		1.3.3	In case a prequalification, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified, empanelled, or registered Bidders.
1.4	Sections of the Bidding Document	1.4.1	The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued: Notice Inviting Bids Bidding Procedures , which includes but not limited to i) Scope of work, project description ii)Instructions to Bidders (ITB) iii) Evaluation Criteria iv) Bidder's eligiability v) Bid Data Sheet (BDS) vi) Deliverables and timelines vii) Payment schedule viii) FOR Destination ix) SLA and penalty x) Annexures Contract i) General Conditions of Contract [GCC] ii) Special Conditions of Contract [SCC] Clarification to bid document/Addenda to bid document if any. [Any Clarifications/ Corrigendum/ Responses and Addendum to the Bid Documents issued, if any, shall be the part of bid document]
1.5	Clarification of Bidding Document and Pre-Bid Conference	1.5.1	The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Supply and Installation Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity in writing within the time limit as specified in the NIB and get clarifications as allowed as per Section 22 (i), (ii), (iii) of RTPP Act. The Procuring Entity shall also place on the websites of Single Holistic Procurement Portal and should the Procuring Entity deem it necessary to change the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause ‘Change to Bidding Document’.

S. No.	Clause	SubClause No.	Subclause
		1.5.2	The Bidder is advised to visit and examine the site where the Supply is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering a Contract for the provision of Supply and Installation Services. The costs of visiting the site shall be at the Bidder' s own expense.
		1.5.3	The Bidder and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Procuring Entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection
		1.5.4	The Bidder or his authorized representative is invited to attend the Pre-Bid Conference, if provided for in the BDS having title "Pre Bid Meeting Place". The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage
		1.5.5	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the Single Holistic Procurement Portal as per Section 22 (iv) of RTPP Act along with the clarification as per ITB clause 'Clarification of Bidding Document and Pre-Bid Conference' not later than number of days before opening date as specified in BDS having title "Additional details of Pre Bid Conference". Any modification to the Bidding Document that may become necessary because of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bidding Document) and not through the minutes of the Pre-Bid Conference.

S. No.	Clause	SubClause No.	Subclause
		1.5.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
1.6	Changes to the Bidding Document	1.6.1	Any addendum/corrigendum with changes to the bidding document issued in accordance with provisions of section 23 of RTPP ACT, shall be part of the Bidding Document. It will be uploaded on the website of Single Holistic Procurement Portal to download. Bidders shall be responsible to download and refer such addendum/ corrigendum, issued if any, before submitting the Bid.
		1.6.2	As per Section 23 of RTPP Act, to give prospective Bidders reasonable time in which to take an clarification to bid document/addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 'Deadline for Submission of Bids', as per timelines specified in bid cycle of outer time frame for various procurement method by one stage bidding (S. No. 2) Rule 40 of the RTPP Rules.

2. Procurement Appeals

S. No.	Clause	SubClause No.	Subclause
2.1	Procurement Appeals	2.1.1	Any appeal of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS having title "Designation and complete address of Appellate Authority", in accordance with the provisions of Chapter of RTPP Act and Chapter VII of Rules and as given in note-1

3. Exclusive Jurisdiction

S. No.	Clause	SubClause No.	Subclause
3.1	Jurisdiction of Courts	3.1.1	The Courts of Rajasthan [District] as specified in BDS having title "Jurisdiction of Courts" shall alone have exclusive jurisdiction in respect of all claims and matters arising under the consignment or for the Supply and Installation of goods.

4. Preparation of Bids

S. No.	Clause	SubClause No.	Subclause
4.1	Cost of Bidding	4.1.1	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.
		4.1.2	The prospective bidders who have downloaded the Bidding Document from the website will have to pay its price of the bidding document as well as Tender Fees and Processing fees as prescribed in the BDS having title “Mode of payment of Tender Fees & Processing Fees” while uploading the filled-up Bidding Document on e-procurement gateway. The bid document fee and processing fee can be paid by bank demand draft, banker's cheque of a scheduled bank, or through single challan through e-GRAS unless the procurement is reserved for any specific category of Bidders. The details i.e., soft copy of the challan of these payments shall be submitted electronically through SHPP along with the Bid. The original copy of deposit of bank demand draft, banker's cheque or bank guarantee of a scheduled bank shall be submitted in physical form at the address of the Procurement Entity as per ITB 1.1.1 latest by Bid (Techno-commercial) submission closing date and time as per BDS
4.2	Language of Bid	4.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS having title “Language of Bid”. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS having title “Language of Bid”, in which case, for purposes of interpretation of the Bid, such translation shall govern.

S. No.	Clause	SubClause No.	Subclause
4.3	Documents Comprising the Bid	4.3.1	The Bid shall comprise number of covers as specified in BDS having title “Documents required in each cover (Single Cover / Two cover)” submitted simultaneously, as follows- (i) First cover comprises of Techno-commercial Bid which shall comprise of the documents as provided in bidder's eligibility ,evaluation criteria and tehcnical complaince (if any) without any alteration, unless otherwise indicated in the BDS and the scanned copies shall be uploaded on the e-procurement portal, and Any other documents besides standard Bidding Forms which are required to be submitted will be as specified in BDS (ii) Second cover comprises of Financial Bid which shall submitted through SHPP..
		4.3.2	The Techno-commercial Part shall not include any financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Techno-commercial Part the Bid shall be declared non-responsive
4.4	Bid prices	4.4.1	Bidders shall quote for the entire Supply and Installation Services on a “single responsibility” basis which means that the Supplier will be the single point responsibility for the Procuring Entity. The total bid price shall include all the Supplier’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement (if any), delivery, construction, installation, and completion of the Supply. This includes all requirements under the Supplier’s responsibilities for testing, pre-commissioning, and commissioning of the Supply and, where so required by the bidding document, the acquisition of all permits, approvals, and licenses, etc.; the operation, maintenance and training services and such other items and services as specified in the BDS having title “Inclusions in Bid Price”, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Procuring Entity when executed and shall be deemed to be covered by the prices for other items.

S. No.	Clause	SubClause No.	Subclause
		4.4.2	Bidders shall give a breakdown of the prices in the manner and detail called for in the BOQ. Depending on the scope of the Contract, the Price Schedules may comprise multiple BOQ.
		4.4.3	In the BOQs, Bidders shall give the required details and a breakdown of their prices as required.
		4.4.4	All items in the bill of material must be specified/ listed and priced separately in the Financial Schedules. If a Financial Schedule shows items specified/ listed but not priced, these may be marked as Not Quoted.
		4.4.5	The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid.
		4.4.6	Prices proposed in the BOQ for procured items, is disaggregated. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity.
		4.4.7	This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered.
		4.4.8	Prices quoted by the Bidder shall be fixed during the Bidder' s Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS having title "Price Components & edition of incoterms". A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 'Preliminary Examination'. However, if in accordance with the BDS having title "Price Components & edition of incoterms", prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
		4.4.9	In Case of International Competitive Bidding, the terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms 2020 or published by The International Chamber of Commerce, on the date of the Invitation for Bids or as specified in the BDS having title "Price Components & edition of incoterms"

S. No.	Clause	SubClause No.	Subclause
4.5	Currencies of Bid	4.5.1	The currency of the Bid and the currency of payments shall be the Indian Rupees up to two decimal places in case of National Competitive Bidding.
		4.5.2	The currency of International Bid and the currency of payments, other than the Indian Rupees, shall be as specified in BDS having title “Currency of Bid Price”.
4.6	Documents Establishing the Eligibility of the Bidder	4.6.1	To establish their eligibility in accordance with ITB Clause ‘Eligible Bidders’, Bidders shall submit all the necessary documents and complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Annexures.
4.7	Documents Establishing the Qualifications of the Bidder	4.7.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Techno-commercial Bid the documentary evidence indicated for each qualification criteria specified in Section ‘Evaluation Criteria’
4.8	Period of Validity of Bids	4.8.1	As per Rule 48 (1) of RTPP Rules, Bids shall remain valid for the period specified in the BDS having title “Additional conditions regarding Bid validity period” after the Bid submission deadline date as specified by the Procuring Entity.
		4.8.2	As per Rule 48 (2) and (3) of RTPP Rules in exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause ‘Bid Security and Bid Securing Declaration’ it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

5. Bid Security and Bid Security Declaration

S. No.	Clause	SubClause No.	Subclause
5.1	Bid Security and Bid Securing Declaration	5.1.1	1. Unless otherwise specified in the BDS having title "Additional provisions regarding Bid Security and Bid Security Declaration", the Bidder shall furnish as part of its Bid, either a Bid Security Declaration or a Bid Security in original form. The value of bid security amount will be as specified in the NIB. 2. In lieu of bid security, a bid securing declaration shall be taken from the- i. Departments/Boards of the State Government or Central Government; or ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
		5.1.2	Rule 42 (11) of RTPP Rules shall apply for the forfeiture of the Bid Security taken from a Bidder
		5.1.3	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 as per Rule 42 (12) of RTPP Rules. No interest will be paid by the Procuring Entity on the amount of Bid Security.
		5.1.4	The Bid Security of a Joint Venture must be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of Bidding, the Bid Security shall be submitted in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 'Documents Establishing the Eligibility of the Bidder'.

S. No.	Clause	SubClause No.	Subclause
		5.1.5	If a Bid Security is not required in the BDS having title "Additional provisions regarding Bid Security and Bid Security Declaration": and a. If a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or b. If the successful Bidder fails to: (i) sign the Contract in accordance with ITB clause 'Signing of Contract'; or (ii) furnish a Performance Security in accordance with ITB clause 'Performance Security'. The Procuring Entity may declare the Bidder disqualified for a period as stated in the BDS having title "Additional provisions regarding Bid Security and Bid Security Declaration"as per Section 46 of the RTPP Act.
		5.1.6	1. Unless otherwise specified in the BDS having title "Additional provisions regarding Bid Security and Bid Security Declaration", the Bidder shall furnish as part of its Bid, either a Bid Security Declaration or a Bid Security in original form. The value of bid security amount will be as specified in the NIB. 2. In lieu of bid security, a bid securing declaration shall be taken from the- i. Departments/Boards of the State Government or Central Government; or ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

S. No.	Clause	SubClause No.	Subclause
		5.1.7	The form and value of Bid Security will be as per Rule 42 (1) to (3) of RTPP Rules, and can be given in the form of cash, banker's cheque or bank demand draft or bank guarantee, in specified format as given in Bidding Forms, of a Scheduled Bank in India or deposit on single challan through e-GRAS (https://egras.raj.nic.in). For obtaining benefit of lower value of Bid security like for MSME/SSI or Sick Industries. Bidder(s) to submit relevant document along with Bid. Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration will be as per notification issued by Government of Rajasthan from time to time in accordance with Rule 42 (2) and 42 (3) of RTPP Rules. As per Rule 42 (2) of RTPP Rules the amount of Bid Security is - In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid.
		5.1.8	Soft copy of Bid Security instrument or receipt of Bid Security or a Bid securing declaration or document for obtaining benefit of lower value of bid security like for MSME/SSI or Sick Industries to necessarily accompany the online Bid. The physical original copy of deposit of eGRAS, cash, bank demand draft, banker's cheque or original bid security in approved form i.e., Bank Guarantee or document for obtaining benefit of lower value of bid security like for MSME/SSI or Sick Industries shall be submitted before the Bid (Techno-commercial and Financial) submission closing date and time as per ITB clause 'General' either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents will be opened publicly before the online bid opening.

S. No.	Clause	SubClause No.	Subclause
		5.1.9	As per Rule 42(5) of RTPP Rules 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. Bid Security can be refunded on request after completion and notification of technical bid evaluation.
		5.1.10	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. In cases of International Competitive Bidding, the bidding documents may in addition stipulate in BDS having title "Additional provisions regarding Bid Security and Bid Security Declaration" that the bid security shall be issued by an issuer in India as per Rule 42(7) of RTPP Rules
		5.1.11	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 different than as specified in Clause 'Bid Security and Bid Securing Declaration'. The Procuring Entity shall respond promptly to such a request.
		5.1.12	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 has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		5.1.13	The procuring entity shall promptly return the bid security as per as Rule 42 (13) of RTPP Rules.

6. Format and Signing of Bid

S. No.	Clause	SubClause No.	Subclause
6.1	Format and Signing of Bid	6.1.1	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement website in the format/ type of file specified in ITB clause 'Documents comprising of Bid' consisting of documents specified in Section 'Evaluation Criteria'. All the documents uploaded should be with the DSC of authorized signatory which means that all the pages of the uploaded document are signed. In case the Bidder is not the proprietor then the Bidder has to submit Power of Attorney for signing the Bid in Non-Judicial Stamp Paper as per form of Power of Attorney for Signing of Bids. An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.

S. No.	Clause	SubClause No.	Subclause
		6.1.2	In the case that the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Bidder and other members of JV have to comply with the requirements given in Annexure.
		6.1.3	Any amendments which is uploaded shall be valid only if they are digitally signed by the person authorized for signing the Bid
6.2	Submission of Bid	6.2.1	Bidders must submit their bids both Techno-commercial and financial bids including modified bids online at Single Holistic Procurement portal as per process specified in Bidders Manual Kit available on e-procurement portal. Bid(s) submitted in any other mode(s) like manual, email etc. shall be treated as unresponsive.
6.3	Deadline for Submission of Bids	6.3.1	Bids shall be received online at Single Holistic Procurement Portal and up to the time, date and place. Outer time frame for opening of Bid would be as per Rule 40 of RTPP Rules
		6.3.2	As per Rule 52 (2) of RTPP Rules, the Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB clause 'Changes to Bidding Document', in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
6.4	Late Bids	6.4.1	The electronic bidding system would not allow any late submission of bid after due date and time as per server time.
6.5	Withdrawal, Substitution and Modification of Bids	6.5.1	Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal before submission of bids as per procedure specified .
		6.5.2	As per Rule 54 (3) of RTPP Rules, no Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder.

S. No.	Clause	SubClause No.	Subclause
6.6	Online opening of Techno- commercial Parts of Bid	6.6.1	Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed. The bidders may witness the electronic bid opening procedure online at the place. Date and time specified in BDS having title “Timeline (Date & Time) regarding online opening of Techno-commercial parts of bid”.
		6.6.2	Only “TECHNO-COMMERCIAL COVER” shall be opened one at a time. Cover marked as “FINANCIAL COVER” shall not be opened in case of two cover system.

7. Evaluation of Bid- General Provisions

S. No.	Clause	SubClause No.	Subclause
7.1	Confidentiality	7.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of both Techno-commercial and Financial Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders
		7.1.2	Any attempt by a Bidder to influence the Procuring Entity during the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
		7.1.3	Notwithstanding ITB Sub-Clause ‘Confidentiality’, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing
		7.1.4	In addition to the restrictions specified in Section 49 of RTPP Act (Confidentiality), 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.

S. No.	Clause	SubClause No.	Subclause
7.2	Clarification of Techno Commercial or Financial Bid	7.2.1	As per Rule 60 of RTPP Rules following clarification can be sought: To assist in the examination, evaluation, comparison, and qualification of the Techno-commercial or Financial 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 in writing.
		7.2.2	Any clarification submitted by a Bidder regarding his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		7.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted in tenders invited through procurement portal,
		7.2.4	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.
		7.2.5	If a Bidder does not provide clarifications of its Bid by the date and time set in the Procurement Entity's request for clarification, it's Bid may be rejected.
7.3	Deviations, Reservations and Omissions in Techno-commercial or Financial Bids	7.3.1	During the evaluation of Techno-commercial or Financial Bids, the following definitions shall apply as per Rule 59 (2) of RTPP Rules: 1.1.1. "Deviation" is a departure from the requirements specified in the Bidding Document. 1.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and 1.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

8. Evaluation of Techno-commercial Bids

S. No.	Clause	SubClause No.	Subclause
8.1	Preliminary Examination	8.1.1	To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules and all the documents specified in Section 'Evaluation Criteria'. If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected.
		8.1.2	The Procuring Entity's determination of a Techno-commercial Part's substantial responsiveness is to be based on the contents of the Bid itself. For purposes of this determination, a substantially responsive Bid is one that materially conforms to the requirements of the Bid Document without material deviation, reservation, or omission. As per Rule 59 (3) of RTPP Rules, a material deviation, reservation, or omission is one that: 1. If accepted, would: (i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or 2. If rectified, would unfairly affect the competitive position of another Bidder's presenting substantially responsive Bid.
		8.1.3	As per Rule 59 (4) 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 and as per Rule 59 (5) of RTPP Rules, the procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, 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 documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.

S. No.	Clause	SubClause No.	Subclause
8.2	Waiver of Nonmaterial Nonconformities	8.2.1	As per Rule 61 of RTPP Rules: 1. Nonconformities in the bid that do not constitute a material deviation, reservation or omission can be waived off and the bid shall be deemed to be substantially responsive. 2. Bidder may be requested to submit the necessary information or document like [audited statement of accounts, PAN, etc.] within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid. Non-material nonconformities or omissions may be rectified on the basis of the information or documentation received from the bidder under sub-rule (2)
8.3	Exclusion of bids	8.3.1	As per Rule 62 of RTPP Rules a procuring entity shall exclude a bid in accordance with the provisions of Section 25 of RTPP Act if: a. the bidder is not qualified in terms of Section 7 of RTPP Act; b. the bid materially departs from the requirements specified in the bidding documents or it contains false information; c. 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; d. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
8.4	Evaluation of Techno-commercial factors of Bids	8.4.1	Evaluation of Techno-commercial Bid would be as per Rule 63 of RTPP Rules and in accordance with the provisions Section 7 of RTPP Act. The Procuring Entity will carry out a detailed Techno-commercial evaluation of each Techno-commercial Bid that has been determined to be responsive pursuant to ITB clause 'Waiver of Nonmaterial Nonconformities', In order to reach such a determination, the Procuring Entity will examine the information supplied by the Bidders, pursuant to ITB clause 'Bid Prices', 'Currencies of Bid', 'Documents Establishing the Eligibility of the Bidder' and 'Documents Establishing the Eligibility of the Supply and Installation Services' in response to other requirements in the Bid Documents, taking into account the following factors. a)Overall completeness and compliance with the Procuring Entity's Performance and/or Functional Requirements; including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Procuring Entity Requirements and in Section III Evaluation and Qualification Criteria b)Long-term availability of mandatory and recommended spare parts and maintenance services. c)any other relevant Techno-commercial factors that the Procuring Entity deems necessary or prudent to take into consideration as specified in Section III- Evaluation and

S. No.	Clause	SubClause No.	Subclause
			Qualification Criteria; and d)any proposed deviations in the Bid to the contractual provisions stipulated in the Bid Documents.
		8.4.2	In case of Most Advantageous Bid Selection Method - The scores to be given to Techno-commercial factors and sub factors if applicable are specified in the BDS having title "Timeline (Date & Time) regarding online opening of Techno-commercial parts of bid"
8.5	Evaluation of Bidder's Qualification	8.5.1	The Procuring Entity shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive and Techno-commercial offer is also acceptable pursuant to ITB clause 'Waiver of Nonmaterial Nonconformities' and ITB clause 'Evaluation of Techno-commercial Bids' to the bidding document, meet the Qualification Criteria specified in Section 'Evaluation Criteria'. Evaluation and Qualification Factors not included in Section 'Evaluation Criteria' cannot be used in the evaluation of Bidders Qualification.
		8.5.2	Following the completion of the evaluation of the Techno-commercial Parts of Bids i.e., after both Techno-commercial and Qualification Criteria evaluation, the Procuring Entity shall make the following notifications: I. Notify in writing/communicate through electronic media those Bidders whose Bids were considered substantially non-responsive and qualified to the requirements in the Bid, advising them of the following information: a.The grounds on which their Techno-commercial Part has been considered non-responsive. b. Their online "Financial Bid" will remain unopened. II. Simultaneously, notify in writing/communicate through electronic media those Bidders whose Bids were considered substantially responsive to the requirements in the Bid, advising them that their Bid has been evaluated as substantially responsive to the Bid; and III. Notify all Bidders about the date and time of the public opening of the online financial bids.

9. Opening and Evaluation of Financial Bids

S. No.	Clause	SubClause No.	Subclause
9.1	Public Opening of Financial Bids	9.1.1	Financial Bids will be opened online as per procedure as specified on the SHPP.The bidders may witness the electronic bid opening procedure online.
9.2	Respond to query by unsuccessful Bidder	9.2.1	The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
9.3	Financial Bid Calculation	9.3.1	The e-procurement portal automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.
9.4	Nonmaterial Nonconformiti Es	9.4.1	In view of ITB clause ‘Financial Bid Calculation’, there is no possibility of any Nonmaterial Nonconformities.
9.5	Evaluation of Financial Bid	9.5.1	To evaluate each Bidder’s Financial Bid, the Procuring Entity shall consider the following: (a) Bid is digitally signed, as per the requirements listed in the Bidding Document. (b) Letter of Financial Bid (c) the Bid price are Submitted as per ITB clause ‘Bid Prices’. (d) Any other evaluation factors specified in the BDS having title “Evaluation procedure of Financial Bids” and detailed in Section III, Evaluation and Qualification Criteria. (e) converting the amount resulting from applying (a) and f) above, to a single currency in accordance with ITB clause ‘Conversion to Single Currency’ if applicable.
		9.5.2	[PE to select one] For bids invited in package the evaluation would be done for all the items put together. The item/items for which no rates have been quoted or left blank would be treated as zero i.e., Bidder will supply item/items free of cost and the total amount would be computed accordingly. There is no option with bidder to submit quote for partial quantity of any item/items. Discounts offered of any kind shall not be considered. or For bids invited item-wise the evaluation would be done for each item separately. There is no option with bidder to submit quote for partial quantity of any item/items. If the Bidder does not want to Bid for a particular item than it should be left blank or filled zero. Procuring Entity will award the contract for each item separately to the lowest priced responsive bidder for that item. Discounts offered of any kind shall not be considered.

S. No.	Clause	SubClause No.	Subclause
		9.5.3	The Procuring Entity's evaluation of responsive Bids may take into account Techno-commercial factors as specified ITB clause 'Evaluation of Techno-commercial Bids' in addition to Financial Factors in accordance with Section 'Evaluation Criteria'. The weight to be assigned for the Techno-commercial factors and Financial Factors will be as specified in BDS having title "Evaluation procedure of Financial Bids".
9.6	Comparison of Bids to select lowest Evaluated Bid or Most Advantageous Bid	9.6.1	As per Rule 58 of RTPP Rules, the Procuring Entity shall select Bid either by comparing all substantially responsive Bids to determine the lowest-evaluated Bid in accordance with ITB Clause 'Evaluation of Financial Bids' or shall compare all substantially responsive Bids to determine the Most Advantageous Bid in accordance with ITB Clause 'Evaluation of Financial Bids'. Method of Evaluation will be specified in BDS having title "Evaluation procedure of Financial Bids" as well as in Section 'Evaluation Criteria'.
9.7	Unbalanced or Front-Loaded Bid i.e., Higher- pricing or under-pricing of different Schedules	9.7.1	If the Bid that is evaluated as the Lowest Priced Bid or Most Advantageous Bid is, in the Procuring Entity's opinion has higher-priced some schedules and have under-priced in other schedules (seriously unbalanced or front loaded) (ITB 2.4.2 Schedules), the Procuring Entity may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of Goods/ Equipment, Design, supply and installations, proposed methodology, schedule, and any other requirements of the Bid Document
		9.7.2	After the evaluation of the information and detailed price analysis presented by the Bidder, the Procuring Entity may: (a) accept the Bid, or (b) if appropriate, require that the total amount of the Performance Security be increased at the expense of the Bidder, to a level not exceeding as specified in BDS having title "Performance Security" of the Contract Price or resort to part payment after receipt of supply and release the payment gradually as the installation, AMC/CMC services etc. gets progressively completed, or (c) reject the Proposal.

S. No.	Clause	SubClause No.	Subclause
9.8	Negotiations	9.8.1	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. Circumstances under which negotiations are to held and the method of negotiation would be as per Rule 69 of RTPP Rules.
9.9	Purchase Pefrence (MSME)	9.9.1	Items listed in Notification No. F.1(8)/FD/GF&AR/2011 dated 19.11.2015 under Schedule are reserved items for MSME firms only. Bids from firm(s) other than MSME shall not be considered for eligible for participating in the bid. Purchase Preference, if applicable and specified in BDS having title “Purchase Preference if any (MSME)”, shall be given in accordance with the policy of State Government notified / prevalent at the time of submission of bid. [Procuring Entity shall provide purchase preference to the category of bidders as notified by the State Government from time to time. Existing Notifications are Notification No. F.1(8)/FD/GF&AR/2011 dated 19.11.2015, Notification No. EO Part 4(Ga)(II) dated 4.9.2018, Notification No. F.2(1)/FD /SPFC/2017 dated 29.08.18, Notification No.F.1(8)FD/FR-SPFC /2017 dated 12.06.2026 and Notification No. F.2(3)/FD/FR-SPFC/2025 12.6.2026 and circular No.F.2(3)FD/FR-SPFC/2025 dated 15.06.2026
9.10	Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids	9.10.1	As per Rule 72 of RTPP Rules, procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

10. Award of Contract

S. No.	Clause	SubClause No.	Subclause
10.1	Acceptance of the successful Bid and award of contract	10.1.1	As per Rule 70 (5) of RTPP Rules, 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 documents 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 documents for the subject matter of procurement. As per Rule 29 (2) (d) of RTPP Rules Rate Contract shall be entered, for price without a commitment for quantity, place, and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.

S. No.	Clause	SubClause No.	Subclause
		10.1.2	As per Rule Clause 70 (6) of RTPP Rules, prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder through Single Holistic Procurement Portal (SHPP Portal), that its Bid has been accepted.
		10.1.3	As per Rule Clause 70 (7) and 70 (8) of RTPP Rules, if the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful 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 successful Bidder given in its Bid.
		10.1.4	As per Section 27 (3) of RTPP Act and Rule 71 of RTPP Rules Information of award of contract shall be communicated to all participating bidders and published on the Single Holistic Procurement Portal.
10.2	Procuring Entity's Right to Vary Quantities	10.2.1	Procuring Entity right to vary quantity would be as per Rule 73 of RTPP Rules. As per Rule 73 (1) of RTPP Rules. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract
10.3	Procuring Entity's Right to Extend the period of Rate Contract	10.3.1	As per Rule 29(i) of RTPP Rules, for Rate Contract the contract may be extended for three (3) months. In such cases it shall be ensured that market prices have not fallen down during the period for the subject matter of procurement or its constituents, to be procured under the rate contract
10.4	Dividing quantities among more than one Bidder at the time of award	10.4.1	Procuring Entity right to divide quantity among more than one Bidder would be as per Rule 74 of RTPP Rules. For Rate Contract, Procuring Entity right to enter into rate contract with more than one Bidder as parallel rate contract would be as per Rule 29 (f) and Rule 65 (j) of RTPP Rules.
10.5	Signing of Contract	10.5.1	As per Rule 70 (7) of RTPP Rules, in the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period specified in the BDS having title "Signing of contract" or where the period is not specified in the BDS, then within fifteen days as per Rules 76(2) and 76(4) of RTPP Rules from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. While signing the contract, bidder will also have to submit signed copy of Bid Document in token of having accepted all the terms and condition of Bid Document. For contract, Stamp Paper issued in the State of Rajasthan has to be used.

S. No.	Clause	SubClause No.	Subclause
		10.5.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract, or fails to furnish the required Performance Security or Performance Security Declaration within the specified time, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions under Section 26(4) of RTPP Act and Rule 76(3) of RTPP Rules.
		10.5.3	The Bid Security of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
10.6	Performance Security	10.6.1	1. Performance Security amount or Performance Security Declaration shall be dealt as per Rule 75 of RTPP Rules and Government of Rajasthan Government latest Notification as specified in BDS having title “Performance Security”. In case additional quantity is ordered than the Supplier will have to submit additional Performance Security. 2. Performance security shall be solicited from all successful bidders except the- i. Departments/Boards of the State Government or Central Government; ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. (v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government However, a performance security declaration shall be taken from them. 3. Performance Security for value and validity or Performance Securing Declaration shall be dealt as per Rule 75 of RTPP Rules. The amount of Performance Security shall be as specified in BDS having title “Performance Security” of the contract amount. 4. Performance security shall be furnished in any one of the following forms (a) deposit through eGRAS; (b) Bank Draft or Banker’s Cheque of a scheduled bank; (c) 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

S. No.	Clause	SubClause No.	Subclause
			rules. They shall be accepted at their surrender value at the time of the bid and formally transferred in the name of procuring entity with the approval of Head Post-Master. (d) Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTPP Rules for bid security. (e) Fixed Deposit Receipt (FDR) of 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 Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such fixed Deposit. As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
		10.6.2	The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS having title “Performance Security”.
		10.6.3	As per Rule 76 (3) of RTPP Rules, failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

S. No.	Clause	SubClause No.	Subclause
		10.6.4	Forfeiture of Performance Security: The amount of Performance Security may be forfeited in the following cases: - 1. When any terms and conditions of the contract is infringed; 2. When the tenderer fails to make complete supply satisfactorily; 3. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the RTPP Act and Chapter VI of Rules and this Bidding Document. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

11. Punishment for offense

S. No.	Clause	SubClause No.	Subclause
11.1	11.1.1	11.1.1	As per RTTP ACT 2012 AND RULES 2013

Section 9 - Bid Data Sheet

S. No.	Title	Description
1	Name of Procuring Entity	ADDITIONAL DISTRICT AND SESSION, JUDGE, JODHPUR DIST.
2	Address of Procuring Entity	OLD HIGH COURT CAMPUS, PAOTA CHAURAHA, JODHPUR
3	Type of Bidding procedure (National or International)	NATIONAL
4	Mode of payment of Tender Fees & Processing Fees	BANKER CHEQUE OR DEMAND DRAFT OR ONLINE E GRASS CHALLAN AS PER BID DOCUMENT
5	Language of Bid	ENGLISH OR HINDI
6	Documents required in each cover (Single Cover / Two cover)	TWO COVER
7	Currency of Bid Price	INR
8	Inclusions in Bid Price	ALL TAXES AND FOR CHARGES
9	Additional provisions regarding Bid Security and Bid Security Declaration	AS PER RTTP RULES AND ACT
10	Timeline (Date & Time) regarding online opening of Techno-commercial parts of bid	AS PER BID
11	Evaluation procedure of Techno-commercial bids if applicable	AS PER BID
12	Evaluation procedure of Financial Bids	ITEM WISE LEAST COST BASED SELECTION
13	Performance security	AS PER RTTP RULES AND ACT
14	Designation and complete Address of Appellate Authority	First Appellate Authority :- DISTRICT AND SESSION, JUDGE, JODHPUR DIST. and Second Appellate Authority:- Registrar General, Rajasthan High Court, Jodhpur

S. No.	Title	Description
15	Jurisdiction of Courts	JODHPUR

Section 10 - Evaluation Criteria

LCBS Evaluation Method

A Single stage single cover system shall be followed for the bidding process.

The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous (ITEM WISE) and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidding document for the subject matter of procurement.

Following procedure shall be followed for evaluation process:

Fee Evaluation

a. **Tender Fee and Processing Fee**

The Procuring Entity shall verify that the bidder has paid the prescribed Tender Fee and Processing Fee as specified in the bidding document.

In case the bidder fails to submit the requisite fees, the bid shall be treated as non-responsive, and no further evaluation of such bid shall be carried out.

b. **Bid Security**

The Procuring Entity shall verify submission of the required Bid Security in the prescribed form and amount. The bidder shall upload valid documentary proof of payment such as Challan / Acknowledgement / Demand Draft / Cheque / Bank Guarantee, as applicable.

If the bidder fails to submit the Bid Security or valid proof thereof, the bid shall be declared non-responsive, and further evaluation shall not be undertaken.

Techno-Commercial Evaluation

After Bidder has submitted documents as required for Fee Evaluation, bid will be examined for Techno-commercial Qualification based on the document submission.

The bidder shall ensure that all the required documents, as mentioned in the Section 'Bidders' Eligibility', 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 proposal submitted by the bidder.

Award of Contract

1. The financial bids of the bidders qualifying Techno-Commercial Examinations shall be opened of the qualified bidders and the bid will be awarded on the basis of (ITEM WISE) lowest quoted price (L1).
2. In case more than one bidder is L-1 with same rate, successful bidder shall be selected on the basis of maximum average annual turnover of last three financial years which is submitted in bid documents by the bidder. The bidder having the highest turnover shall be declared as the successful L-1 bidder

Section 11 - General Conditions of Contract

General Conditions of Contract

1. Introduction

S. No.	Clause	SubClause No.	Subclause
1.1	Definitions	1.1.1	The following words and expressions shall have the meanings hereby assigned to them: (i) 'Act' means the Rajasthan Transparency in Public Procurement Act., 2012 (ii) "Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013 (iii) "Completion" means the fulfilment of the Supply of goods and related services by the Supplier/Selected bidder in accordance with the terms and conditions set forth in the Contract and the Bidding documents. (iv) "Contract" means the Contract entered into between the Procuring Entity and the Supplier/selected bidder concerning the subject matter of procurement, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by references therein. (v) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto. (vi) "Contract Price" means the price payable to the Supplier/ 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. (vii) "Day" means calendar day. (viii) "Delivery" means the transfer of the goods from the Supplier/Selected Bidder to the Procuring Entity in accordance with the terms and conditions set forth in the Contract. (ix) "GCC" mean the General Conditions of Contract. (x) "Supply" means Goods" includes all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves. (xi) Procuring Entity" means the Entity procuring the goods and Related Services, as specified in the BDS. (xii) "Related Services" means the services incidental to the supply of goods, such as, installation and commissioning, insurance, training, operation, maintenance of goods and other similar obligations of the Supplier/Selected Bidder as specified in the Bidding Document and Contract. (xiii) "Rate Contract" means an agreement between a procuring entity and one or more selected bidders which specifies the terms

S. No.	Clause	SubClause No.	Subclause
			and conditions including the price, for the supply of a subject matter of procurement required on a recurring basis. (xiv) “SCC” means the Special Conditions of Contract. (xv) “The Site” where applicable, means the place of delivery, installation, testing/commissioning of the IT Equipment/equipment or machinery or any other place named in the SCC. (xvi) “Service Level Agreement (SLA)” is a negotiated agreement between two parties wherein one is the customer, and the other is the service provider. A service-level agreement (SLA) defines the level of service expected by a customer from a supplier/Selected Bidder, laying out the metrics by which that service is measured, and the remedies or penalties, if any, should the agreed-on service levels not be achieved. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance. (xvii) Supplier/Successful or Selected bidder” means the natural person, private or government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier/ successful/ selected bidder.
1.2	Interpretation	1.2.1	In the Contract, except where the context requires otherwise (i) words indicating one gender include all genders. (ii) words indicating the singular also include the plural and words indicating the plural also include the singular. (iii) Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing. (iv) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record. (v) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”. (vi) The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. (vii) 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

2. General

S. No.	Clause	SubClause No.	Subclause
2.1	General Terms	2.1.1	Incoterms In case of Open Competitive Bidding: a. The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. b. EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the BDS.
		2.1.2	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
		2.1.3	Entire Agreement The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the GCC, SCC, bidding forms, schedules, appendices, all attachments listed in the agreement
		2.1.4	“Origin” means the place where the Plant/ Machinery and Equipment and component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant/ Machinery and Equipment components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.
2.2	Contract Documents	2.2.1	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, supplementary, and mutually explanatory.
2.3	Code of Integrity	2.3.1	The Supplier/Selected Bidder shall comply with the Code of Integrity, and its prevailing sanctions policies and procedures as set forth in the in Section 11 of RTPP Act and Rule 80 (2) RTPP Rules. Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below: (i)“Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (ii)“Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iii) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

S. No.	Clause	SubClause No.	Subclause
		2.3.2	The Procuring Entity shall take action against the Supplier /Selected Bidder under Pre-Bid Clarification (Section 11(3), 46 and chapter IV of the Act), if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in execution of the Contract.
		2.3.3	The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.
2.4	Language	2.4.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Selected Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in the language in Hindi or English or both the languages. However, for purposes of interpretation of the Contract, the governing language for translation shall be English.
		2.4.2	In case the contract goes to legal issues, the Supplier /Selected Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
2.5	Notices	2.5.1	A notice, consent or other communication under this Bid is only effective if it is in writing (written form or electronic form with proof of receipt), signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address or as specified in SCC. It is regarded as received at the time and on the day, it is received on any calendar days
		2.5.2	For the purposes of this clause, a party's address is those(s) set out in SCC, unless the party has notified a changed address in which case the notice, consent, approval or other communication must be to that address or number. [Procuring Entity will notify Supplier/Selected Bidder name, address, and email as given SCC]

S. No.	Clause	SubClause No.	Subclause
		2.5.3	If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause
		2.5.4	A Notice shall be effective when delivered or on the Notice' s effective date, whichever is later.
2.6	Governing Law	2.6.1	The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.
2.7	Joint Venture	2.7.1	The supplier/Selected Bidder should ensure compliance with the Eligibility of Bidders (Rule 39(1)(a) and (b) of RTPP Rules.) (a) all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and (b) a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company /firm or otherwise all the parties to Joint Venture shall sign the Agreement. The provisions for JV as specified in Note-1 of this bid document will apply

3. Contract Details

S. No.	Clause	SubClause No.	Subclause
3.1	Scope of Supply	3.1.1	The scope of supply shall include all goods and related services to be supplied as specified in Bill of Material (BOM) of the Bid.
		3.1.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, 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 including operation and annual/ comprehensive maintenance as if such items were expressly mentioned in the Contract.

S. No.	Clause	SubClause No.	Subclause
		3.1.3	The goods to be supplied shall not be declared as End of Sale or End of Service Support within the period of six months from the date of Supply. If any goods are found to be declared as End of Sale of End of Service Support, then the supplier/ Selected Bidder shall replace all such items with the latest ones having equivalent or higher specifications without ant financial obligation to the Procuring Entity
		3.1.4	Service Level Agreement (SLA): Supplier/Selected Bidder shall provide services as per SLA Matrix, which defines maximum acceptable response as well as rectification time for resolving the problem, during the performance of contract including Warranty Period and Post Warranty Period and penalties to be levied on non- achievement of Service level requirement. A service-level agreement (SLA) defines the level of service expected by a Procuring Entity from a supplier/Selected Bidder, laying out the metrics by which that service is measured, and the remedies or penalties, if any, should the agreed-on service levels not be achieved. The SLA Matrix shall be as specified in the "SLA and Penalty section.
		3.1.5	Software License Agreements: Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier/Selected Bidder hereby grants to the Procuring Entity nonexclusive, fully paid and irrevocable license to access and use the Software valid in India, including all inventions, designs, and marks embodied in the Software, to be used or copied for use on or with the goods for which it was acquired and to be reproduced for safekeeping or backup purposes.
		3.1.6	Software upgrades: During Performance of Contract including the Warranty Period and extended post Warranty Period, the Supplier/ Selected Bidder shall provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used in the supplied goods, as well as related documentation and technical support services, within three months after they are released in India.

S. No.	Clause	SubClause No.	Subclause
		3.1.7	3.1.8 Authenticity of the Equipment: a. The Supplier/ Selected Bidder shall certify that the supplied goods /Equipment are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service. b. If during the contract period, the said goods/Equipment be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Procuring entity in that behalf will be final and conclusive), notwithstanding the fact that the Procuring Entity may have inspected and/ or approved the said goods/Equipment, the Procuring Entity will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the supplier's risk and all the provisions relating to rejection of goods etc., shall apply. The Supplier/Selected Bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Procuring Entity, otherwise the supplier /Selected Bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procuring Entity in that behalf under this contract or otherwise. c. If during the contract period, the said goods /Equipment be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Procuring entity in that behalf will be final and conclusive), notwithstanding the fact that the Procuring Entity may have inspected and/ or approved the said goods/Equipment, the Procuring Entity will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the supplier's risk and all the provisions relating to rejection of goods etc., shall apply. The Supplier/Selected Bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Procuring Entity, otherwise the supplier/Selected Bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procuring Entity in that behalf under this contract or otherwise. d. Goods /Equipment accepted by the Procuring Entity in terms of the contract shall in no way dilute the Procuring Entity's right to reject the same later, if found deficient in terms of this clause of the contract.

S. No.	Clause	SubClause No.	Subclause
3.2	Time for Commence and Completion	3.2.1	The Supplier/Selected Bidder shall commence work on the Facilities within the period specified in the SCC and without prejudice to GCC Clause 7.2 (Liquidated Damages). If at any time during performance of the Contract, the Supplier /Selected Bidder should encounter conditions impeding timely delivery of the Supply or completion of Installation Services pursuant to GCC Clause 6.10 [Completion of Facilities], the Supplier/Selected Bidder shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.
		3.2.2	The Supplier/Selected Bidder shall complete work on the Facilities within the period specified in the SCC. Except in case of Force Majeure, as provided under GCC Clause 8.6 [Force Majeure], or reasons beyond the control of the Supplier/ Selected Bidder under GCC Clause 3.2.1 [Time for Commence and Completion], a delay by the Supplier /Selected Bidder in the performance of its Delivery and Completion obligations shall render the Supplier/ Selected Bidder liable to the imposition of liquidated damages pursuant to GCC Clause 7.2 [Liquidated Damages].
3.3	Change Orders and Contract Amendments	3.3.1	The Procuring Entity may at any time order the Supplier /Selected Bidder through Notice in accordance GCC Clause 2.5 (Notices), to make changes, within the general scope of the Contract in any one or more of the following provided the Supplier/ Selected Bidder is agreeable to such changes at no additional cost/supplier is willing to give some discount: i. drawings, designs, or specifications, where IT Equipment to be furnished under the Contract are to be specifically manufactured for the Procuring Entity. ii. the method of shipment and/ or packing; iii. the place of delivery; and iv. The Related Services to be provided by the Supplier/Selected Bidder
		3.3.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier/ Selected Bidder for adjustment under this Clause must be asserted within twenty-eight (28) from the date of the Supplier's receipt of the Procuring Entity's change order

S. No.	Clause	SubClause No.	Subclause
		3.3.3	Prices to be charged by the Supplier/Selected Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier/Selected Bidder for similar services.
		3.3.4	Whether the contract is a Lumpsum form of contract or Rate contract, included the extended periods for such contracts, as per Rule 73 of RTPP Rules, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within original or extended delivery period of the contract. If the Supplier/ Selected Bidder fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier/ Selected Bidder.
		3.3.5	Procuring Entity's Right to Extend the period of Rate Contract as per Rule 29 (2) (i) of RTPP Rules may be for three months on same price, terms and conditions provided that market prices have not fallen down during the period for the subject matter of procurement or its constituents, to be procured under the rate contract. As per Rule 29 (2) (a) RTPP Rules, in rate contract NIB an approximate quantity of required goods would be indicated but no minimum quantity is guaranteed.
3.4	Supplier's responsibility	3.4.1	The Supplier/Selected Bidder shall design, manufacture, supply and carry out Installation Services of goods included in the Bill of Material in accordance with GCC Clause 3.1 [Scope of Supply] and the Delivery and Completion Schedule, as per GCC Clause 6.9 [Delivery].
		3.4.2	The Supplier/Selected Bidder shall design; manufacture including supply of associated purchases, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.

S. No.	Clause	SubClause No.	Subclause
		3.4.3	The Supplier/Selected Bidder confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Procuring Entity, and on the basis of information that the Supplier/Selected Bidder could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to Bid submission. The Supplier/Selected Bidder acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
		3.4.4	The Supplier/Selected Bidder shall comply with all laws in force in India where the Facilities are to be implemented. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Supplier/Selected Bidder. The Supplier/Selected Bidder shall indemnify and hold harmless the Procuring Entity from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier/ Selected Bidder or its personnel.
		3.4.5	Any Supply and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 2.1.4 [Country of Origin].
		3.4.6	If the Supplier/Selected Bidder is a joint venture, all such persons shall be jointly and severally bound to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one of such persons to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Procuring Entity.
		3.4.7	For proper execution of work the supplier/Selected Bidder will provide project manager/ supervisor as agreed upon between 14 days of effective date of contract. The supplier /Selected Bidder personal will regularly interact with Procuring Entity and provide progress details as and when required.

S. No.	Clause	SubClause No.	Subclause
		3.4.8	The Supplier/Selected Bidder shall conform to the sustainable procurement contractual provisions, if any and as specified in the SCC.
3.5	Procuring Entity's responsibilities	3.5.1	Whenever the Supply or Installation Services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so, requested by the Supplier /Selected Bidder, will make its best effort to support the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
		3.5.2	The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Contract Agreement. The Procuring Entity shall give full possession of and accord all rights of access thereto on or before the date(s) specified in the contract
		3.5.3	Unless otherwise specified in the Contract or agreed upon by the Procuring Entity and the Supplier/ Selected Bidder, the Procuring Entity shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Supplier/ Selected Bidder to properly carry out Pre commissioning, Commissioning and Guarantee Tests.
		3.5.4	The Procuring Entity shall be responsible for the continued operation of the Facilities after Completion and shall be responsible for facilitating the Guarantee Test(s) for the Facilities.
3.6	Delivery, Installation and Completion	3.6.1	Subject to GCC Sub-Clause 3.3 [Change orders and contract amendments], the Delivery of the goods and Completion of the Related Services shall be in accordance with the deliverable and timelines section specified within this RFP. The details of shipping and other documents to be furnished by the Supplier/Selected Bidder are specified in Bid document.

S. No.	Clause	SubClause No.	Subclause
		3.6.2	All goods must be sent only Delivery Duty Paid Basis till final destination.
		3.6.3	The Supplier/Selected Bidder shall install and commission the goods as per specifications within the specified locations as mentioned in "FOR Destinations" section of this RFP
		3.6.4	As soon as the goods and related services in the opinion of the Supplier/ Selected Bidder, have been delivered, pre-commissioned and made ready for Commissioning and Operational Acceptance Testing in accordance with the Schedule of Supply, the Supplier/Selected Bidder shall so notify the Procuring Entity in writing.
		3.6.5	The Procuring Entity may change the location for supply & installation within the same city /town/ district/ division. The Supplier/Selected Bidder shall provide all assistance, except transportation, in shifting & installation of the goods. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.
		3.6.6	For installation purpose, the supplier/Selected Bidder shall be responsible for engagement of staff and labour, follow labour laws of India, pay to staff and labourers minimum wages as fixed by Govt of India, follow working hour rules, provide safe working conditions, look after health and safety and provide basic amenities like drinking water, food stuff etc.
		3.6.7	The Procuring Entity will either issue an Installation Operational Acceptance Certificate stating that the installation of the goods has been completed or notify the Supplier/Selected Bidder in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components making up the goods and services. The Supplier/Selected Bidder shall use all reasonable endeavours to promptly remedy any defect and/or deficiencies that have been notified to the Supplier /Selected Bidder. The Supplier/Selected Bidder shall then promptly carry out retesting of the goods and services and, when in the Supplier's opinion they are ready for Commissioning and Operational Acceptance Testing, notify the Procuring Entity in writing. Thereafter procedure set out in this Subclause shall be repeated, as necessary, until the Installation and Operational Acceptance Certificate is issued.

S. No.	Clause	SubClause No.	Subclause
		3.6.8	The Supplier/ Selected Bidder shall also be responsible for any loss or damage to the goods and services caused by the Supplier/ Selected Bidder in the course of any work carried out.

4. Contract Price and Payments

S. No.	Clause	SubClause No.	Subclause
4.1	Contract Price	4.1.1	The Contract Price shall be as specified in the Agreement subject to any additions (Statutory Variation in Taxes on higher side) and adjustments (Quantity Tolerance in Supply which could be more or less) thereto, or deductions (Statutory Variation in Taxes on lower side, Liquidated Damages Levied), price variation, if any as specified in the SCC, therefrom, as may be made pursuant to the Contract.
		4.1.2	The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

S. No.	Clause	SubClause No.	Subclause
		4.1.3	Price Adjustment, if applicable, may be calculated as per Note-2 to the GCC. Price adjustment shall be applicable in contracts having Non-Ferrous items or delivery completion periods above 18 months.
		4.1.4	Prices charged by the Supplier/Selected Bidder for the Supply delivered and the Installation 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, if authorized in the SCC.
4.2	Terms of Payment	4.2.1	The terms of payment of the Contract Price shall be as specified in the Payment schedule or under SLA and Penalty . However, if first payment against the completed supply of items/under goods to supplier/Selected Bidder is a part payment after receipt and acceptance of supply, full payment of Goods and Services Tax (GST)would be done along with the first payment
		4.2.2	The Supplier’s request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 6.9(Delivery) and upon fulfilment of all the obligations stipulated in the Contract.
		4.2.3	Payments should be made by the Procuring Entity, after submission of an invoice or request for payment by the Supplier/Selected Bidder, and the Procuring Entity has accepted it as per conditions of contract. All remittance charges shall be borne by the supplier/Selected Bidder.
		4.2.4	The currency in which payments shall be made to the Supplier/Selected Bidder under this Contract shall be Indian Rupees unless otherwise specified in the BDS.
		4.2.5	Payment in case of those goods which need trials or testing as specified in bidding doucments shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.
		4.2.6	(i) Advance Payment will not be made except in rare and special cases and as provided for in the Contract. In case of advance payment being made, it shall be to the extent and on conditions and against a confirmed bank guarantee for 100% of the advance. The amount of advance shall be used exclusively for supplies against the Contract. The amount, conditions and guarantee will be specified in SCC. (ii) If advance payment is to be made after dispatch of Supply by the Supplier/ Selected Bidder, it will be made after presenting the proof of dispatch through the bank 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 note given to the Supplier/ Selected Bidder.

S. No.	Clause	SubClause No.	Subclause
		4.2.7	It is the clear understanding of the Selected Bidder that the complete scope as defined or as may be required for the intended objective is included in the Rates quoted by them. No extra payment apart from the quoted Rate will be made in order to achieve the intended objectives. Reasons like, Selected bidder having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed /required time schedules however compensatory off will be allowed. Any official travel to be undertaken for project work as directed by the Procuring Entity will be borne by the Procuring Entity. In case of disputed items, the amount of disputer items shall be withheld and will be paid on settlement of the dispute.
4.3	Taxes and Duties	4.3.1	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
		4.3.2	For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
		4.3.3	If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Procuring Entity shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.
		4.3.4	For all goods and Services to be supplied under this contract, the Supplier/Selected Bidder shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of the contracted Goods at site to the Procuring Entity.

S. No.	Clause	SubClause No.	Subclause
4.4	Performance Security	4.4.1	The Supplier/Selected Bidder shall, within fifteen (15) days or a period specified in SCC, of the Notification of Award, sign the Contract Agreement and provide a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract for the amount specified in the SCC. The amount of Performance Security shall be as ..... % for normal bidder, ...% for SSI/MSME unit .....% for Sick Industries [To be filled by PE] of the contract amount as specified in the BDS. As per Rule 75 of RTPP Rule "The amount of performance security shall be 5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 10% of the amount of work order in case of procurement of works. In case of Micro, Small and Medium Enterprises of Rajasthan, it shall be one percent of the amount of quantity ordered for supply of goods or services to be rendered and in case of sick industries, other than Micro, Small and Medium enterprises , whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order." (As per Notification GSR 398 dated 12 January 2022, till 31.03.2023 the amount of performance security would be (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works; (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small-Scale Industries of Rajasthan; and (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR)), • While awarding the contract, if the bid of successful bidders is determined as unbalanced by the Procuring Entity and accordingly additional performance security is specified, then the successful bidder as supplier/Selected Bidder will have to submitted the specified additional performance security. • Also, in case additional quantity is ordered while awarding the contract or during the effective period of contract, then also the Supplier/Selected Bidder will have to submit additional Performance Security accordingly. [The contract amount is the total value of the contract including all taxes, duties, and other incidental charges. Performance Security will be required from the Bidder who has been considered for contract in this Bid except that who is required to give Performance Securing Declaration as per RTPP Rules 2013. The Performance Security Value for each Bidder would be the total contract value of each Bidder ..... % mentioned above].

S. No.	Clause	SubClause No.	Subclause
		4.4.2	The Performance Security shall be denominated in the currency of the Contract and shall be in one of the forms as per Rule 75 of RTPP Rules. i. deposited through eGRAS; or ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or iii. 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 the Procuring Entity with the approval of Head Postmaster; or Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or v. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit as per Rule 75 (3) (e) of RTTP Rules. vi. As per Rule 75 (4) of RTTP Rules the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
		4.4.3	The Performance Security shall be denominated in the currency of the Contract as specified in Rule 75 of RTPP Rules
		4.4.4	The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below: (i) when Supplier/Selected Bidder fails to complete the Supply or Installation Services satisfactorily within the time specified; or (ii) if the Supplier/Selected Bidder breaches any provision of the Code of Integrity prescribed for Bidders in RTPP Act and Chapter VI of RTPP Rules and as specified in GCC Clause 2.3. (Code of Integrity) (iii) If in the judgement of the Procuring Entity has found that undertaking submitted under TECH-6 Country of Origin Declaration Form and Certificate by the Supplier/Selected Bidder(s),is found to be false. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

S. No.	Clause	SubClause No.	Subclause
		4.4.5	The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier/ Selected Bidder following the date of satisfactory completion of the Supplier's performance obligations under the Contract, including any warranty and/or maintenance obligations, unless specified otherwise in the SCC
4.5	Recoveries from Supplier/ Selected Bidder	4.5.1	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/Selected Bidder along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.
4.6	Sub- contracting	4.6.1	a) The selected bidder can subcontract to start ups as per provisions of rule 36(3) (ff) of RTPP rules. b) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Procuring Entity/ Tendering Authority. c) If permitted, the selected bidder shall notify the Procuring Entity, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract. d) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

5. Intellectual Property

S. No.	Clause	SubClause No.	Subclause
5.1	License/ Use of Techno-commercial Information	5.1.1	For the operation and maintenance of the Plant/ Machinery and Equipment, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Procuring Entity under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Procuring Entity a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other Techno-commercial information disclosed to the Procuring Entity under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Procuring Entity.

S. No.	Clause	SubClause No.	Subclause
5.2	Copyright	5.2.1	The copyright in all design, technology, process, drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the supplier/Selected Bidder or any other third party, shall be with Procuring Entity and Government of Rajasthan
5.3	Confidential Information	5.3.1	In addition to the requirements of the provisions of Section 49 of RTPP Act and Rule 77 of RTPP Rules regarding Confidentiality, the Procuring Entity and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data online by any third party.
		5.3.2	The Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
		5.3.3	The obligation of a party under GCC Sub-Clauses 5.3.1 and 5.3.2 above, however, shall not apply to information that: i. the Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract. ii. now or hereafter enters the public domain through no fault of that party. iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
		5.3.4	The above provisions of GCC Clause 5.3 [Confidential Information] shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof

S. No.	Clause	SubClause No.	Subclause
		5.3.5	The provisions of GCC Clause 5.3 [Confidential Information] shall survive completion or termination, for whatever reason, of the Contract

6. Execution of Facilities

S. No.	Clause	SubClause No.	Subclause
6.1	Representative	6.1.1	Project Manager: If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Procuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Supplier. The Project Manager shall always represent and act for the Procuring Entity during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided. All notices, instructions, information, and other communications given by the Supplier to the Procuring Entity under the Contract shall be given to the Project Manager, except as herein otherwise provided
		6.1.2	i. If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier/Selected Bidder shall appoint the Supplier's Representative and shall request the Procuring Entity in writing to approve the person so appointed. If the Procuring Entity makes no objection to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier/ Selected Bidder shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 6.1.2.(i) shall apply thereto. ii. The Supplier's Representative shall represent and act for the Supplier /Selected Bidder at all times during the performance of the Contract and shall give to the Project Manager all the Supplier's notices, instructions, information and all other communications under the Contract. iii. All notices, instructions, information and all other communications given by the Procuring Entity or the Project Manager to the Supplier/Selected Bidder under the Contract shall be given to the Supplier's Representative or, in its absence, its deputy, except as herein otherwise provided. iv. The Supplier/Selected Bidder shall not revoke the appointment of the Supplier's Representative without the Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the Procuring Entity consents thereto, the Supplier/ Selected Bidder shall appoint some

S. No.	Clause	SubClause No.	Subclause
			other person as the Supplier's Representative, pursuant to the procedure set out in GCC Sub-Clause 6.1.2.(i). v. The Supplier's Representative may, subject to the approval of the Procuring Entity which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Procuring Entity and the Project Manager vi. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 6.1.2.(ii) shall be deemed to be an act or exercise by the Supplier's Representative vii. From the commencement of installation of the Facilities at the Site until Completion, the Supplier's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Supplier/Selected Bidder and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager's deputy. viii. The Procuring Entity may by notice to the Supplier/Selected Bidder object to any representative or person employed by the Supplier/Selected Bidder in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under Installation. The Procuring Entity shall provide evidence of the same, whereupon the Supplier/Selected Bidder shall remove such person from the Facilities. ix. If any representative or person employed by the Supplier/Selected Bidder is removed in accordance with GCC Sub-Clause 6.1.2.(v), the Supplier/Selected Bidder shall, where required, promptly appoint a replacement.

S. No.	Clause	SubClause No.	Subclause
6.2	Work program	6.2.1	i. Supplier's Organization The Supplier/Selected Bidder shall supply to the Procuring Entity and the Project Manager a chart showing the proposed organization to be established by the Supplier/ Selected Bidder for carrying out work on the Facilities within xx days of the Effective Date. The chart shall include the identities of the key personnel and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Supplier/ Selected Bidder shall promptly inform the Procuring Entity and the Project Manager in writing of any revision or alteration of such an organization chart. ii. Program of Performance Within twenty eight days (28) after the Effective Date, the Supplier/Selected Bidder shall submit to the Project Manager a detailed program of performance of the Contract, made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Supplier/ Selected Bidder reasonably requires that the Procuring Entity shall have fulfilled its obligations under the Contract to enable the Supplier/Selected Bidder to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Supplier/Selected Bidder shall accord with the Time Schedule included in the Contract Agreement, and any other dates and periods specified in the Contract. The Supplier/Selected Bidder shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion specified in the SCC pursuant to Sub-Clause 6.2.1.(ii) and any extension granted in accordance with GCC Clause 9.2.1 [Extension of Time for Completion] and shall submit all such revisions to the Project Manager. iii. Progress Report The Supplier/Selected Bidder shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause above and supply a progress report to the Project Manager every month. The progress report shall be in a form acceptable to the Project Manager and shall indicate: a. percentage completion achieved compared with the planned percentage completion for each activity; and b. where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken iv. Progress of Performance If at any time the Supplier's actual progress falls behind the program referred to in GCC Sub-Clause 6.2.1.(ii), or it becomes apparent that it will so fall behind, the Supplier/ Selected Bidder shall, at the request of the Procuring Entity or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Clause 3.2.1 [Time for Commence and Completion] any extension thereof entitled under GCC Clause 9.2.1 [Extension of Time for Completion], or any extended period as may otherwise be agreed upon between the Procuring Entity and the Supplier/Selected Bidder. v. Procedures The

S. No.	Clause	SubClause No.	Subclause
			Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Procuring Entity's Requirements
6.3	Specifications and Standards	6.3.1	Techno-commercial Specifications and Drawings: The Supplier/Selected Bidder shall ensure that the Supply and Installation of goods comply with the Techno-commercial specifications and other provisions of the Contract. The Supplier/Selected Bidder shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice. The Supplier/Selected Bidder shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other Techno-commercial documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Procuring Entity or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity. The reasons for such disclaim shall have to be explained by the Supplier/Selected Bidder. The Supply and Installation of goods supplied under this Contract shall conform to the standards mentioned in this RFP
		6.3.2	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 this RFP. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 9.1.
		6.3.3	The supply of articles if specified in this RFP, shall in addition, conform strictly to the approved samples. The decision of the Procuring Entity whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Supplier/Selected Bidder.

S. No.	Clause	SubClause No.	Subclause
6.4	Procurement	6.4.1	If the Procuring Entity shall furnish any item to Supplier/ Selected Bidder, then it is the Supplier's responsibility to ensure that the item is received from Procuring Entity in sound condition, transport the item at its own risk and expense and furnish to the Procuring Entity any Bank Guarantee of value as decided by the Procuring Entity in lieu of handing over the item to the supplier/ Selected Bidder for the period till the item will be in possession of the supplier/Selected Bidder.
		6.4.2	The Supplier/Selected Bidder shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in India where the Site is located which such authorities or undertakings require the Supplier/Selected Bidder to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas if required for the Supplier's and Sub Supplier's personnel and entry permits for all imported Supplier's Equipment. The Supplier/Selected Bidder shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Procuring Entity hereof and that are necessary for the performance of the Contract.
6.5	Transportation	6.5.1	Unless otherwise specified in the SCC, obligations for transportation of the Supply shall be in accordance with the conditions and Incoterms specified in this RFP
		6.5.2	In case of Supply from within India or outside India, the Supply shall be supplied at locations specified FOR Destinations. All transportation charges, local taxes, etc. shall be borne by the Supplier/Selected Bidder.
		6.5.3	The Supplier/ Selected Bidder shall, at its own expense, handle all imported materials and Supplier's Equipment at the point(s) of import and shall handle any formalities for customs clearance, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Procuring Entity, the Procuring Entity shall take all necessary steps to comply with such laws or regulations.

S. No.	Clause	SubClause No.	Subclause
6.6	Installation, Erection, Training and Commissioning	6.6.1	Unless otherwise specified in the SCC, obligations for Installation, Erection, Training and Commissioning of the Supply shall be in accordance with the conditions and Incoterms specified in this RFP. For installation, Erection, Training and Commissioning of the Supply purpose the supplier/ Selected Bidder shall be responsible for engagement of staff and labour, follow labour laws of India, pay to the staff and labourers minimum wages as fixed by Government of India, follow the working hour rules, provide safe working condition, look after health and safety, and provide basic amenities like drinking water, foodstuff etc.
		6.6.2	Supplier's Supervision- The Supplier/ Selected Bidder shall give or provide all necessary superintendence during the installation of the Facilities, and deputed personnel shall be available on the Site to provide superintendence of the installation. Specific requirement if any of Supervision is mentioned in SCC.
6.7	Sample Test & Inspection	6.7.1	The Procuring Entity or his authorized representative shall at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery prior to/ during manufacturing process or afterwards as may be decided.
		6.7.2	The Supplier/ Selected Bidder shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/or trials and/or inspections of the Goods and Installation Services as are specified in this RFP.
		6.7.3	The sampling, inspections, and/or tests and/or trials may be conducted on the premises of the Supplier/ Selected Bidder at point of delivery, and/or at the final destination of the Goods, or at another place in India if specified in SCC. All such sampling, inspections and/ or testing shall be at the cost of the Supplier/Selected Bidder. Subject to GCC Sub-Clause 6.7.4 [Sample, Test and Inspection], if conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to specification codes, designs, drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The inspection shall be carried out on PE's premise, once all the ordered material is received. The PE may randomly select items (up to 10% of each item type) and inspect for their compliance to the requirements mentioned in the bidding document/ work order.

S. No.	Clause	SubClause No.	Subclause
		6.7.4	The Procuring Entity or its designated representatives shall be entitled to attend the tests, and/or inspections and/or trials referred to in GCC Sub-Clause 6.7.3 [Sample, Test and Inspection], provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance, like travelling and boarding and lodging expenses.
		6.7.5	Whenever the Supplier is ready to carry out any such tests, and/or trials and/or inspections, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or trials and/or inspections. The Supplier shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
		6.7.6	The Procuring Entity may require the Supplier to carry out any test and/or trials and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the Techno-commercial specifications, codes and standards and samples supplied with the Bid under the Contract, provided that the expenses incurred in the carrying out of such tests and/or trials and/or inspection shall be borne by the supplier
		6.7.7	The Supplier shall provide, the Procuring Entity with a report of the results of any such tests and/or trials and/or inspections
		6.7.8	Supplies when received shall be subject to tests and/or trials and/or inspections to ensure whether they conform to the specifications and with the approved samples and trials, if any. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, or reputed testing house STQC (ETDC) and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests

S. No.	Clause	SubClause No.	Subclause
		6.7.9	The Procuring Entity may reject any Goods or any part thereof that are received but fail to pass any tests and/or trials and/or inspections or do not conform to the specifications and samples supplied with the Bid, if any. The Supplier shall replace such rejected Goods or parts thereof within specified time period, at no cost to the Procuring Entity, and shall repeat the tests and/or trials and/or inspections, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 6.7.5 [Sample, Test and Inspection]. If the bidder fails to replace the goods which does not complies the standards as mentioned in the bid, it shall be treated as default in supply and action can be taken as per provisions of the contract
		6.7.10	The rejected articles shall be dealt with in accordance with the procedure specified in SCC, otherwise they shall be removed by the Bidder within 15 days of intimation of rejection, after which the Procuring Entity 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 Supplier's risk and on his account. If the rejected supply is collected after 15 days, then the procuring entity shall recover from supplier/ Selected Bidder, ground rent charges as specified in SCC.
		6.7.11	The Supplier/ Selected Bidder agrees that neither the execution of tests and/or trials and/or inspections of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 6.7.7 [Sample, Test and Inspection], shall release the Supplier/ Selected Bidder from any warranty/ guarantee, as the case may be, or other obligations under the Contract
		6.7.12	i. 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. ii. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. PE 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. Procuring Entity shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by Procuring Entity and no claim for their cost, etc., shall be entertained.

S. No.	Clause	SubClause No.	Subclause
6.8	Packing & documents	6.8.1	The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air 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.
		6.8.2	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 SCC, and in any other instructions ordered by the Procuring Entity.
		6.8.3	In the event of any loss, damage, breakage or leakage or any shortage, the Supplier/ Selected Bidder shall be liable to make good such loss and shortage found at the checking /inspection of the materials by the consignee within the stipulated time or as specified in SCC, otherwise it shall be dealt as default in supply. No extra cost on such account shall be admissible.
6.9	Delivery	6.9.1	Subject to GCC Sub-Clause 9.2 [Extension of Time for Completion], the Delivery of the Goods and Completion of the Installation Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V- Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier/ Selected Bidder are specified in the SCC.
6.10	Completion of the facilities	6.10.1	As soon as the Facilities or any part thereof has, in the opinion of the Supplier/ Selected Bidder, been completed operationally and structurally and put in a tight and clean condition as specified in the Procuring Entity's Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Supplier/ Selected Bidder shall so notify the Procuring Entity in writing. Procuring Entity shall also provide within reasonable time necessary facilities, raw materials if any etc. for Pre commissioning the facilities or any part thereof. As soon as all works in respect of Pre commissioning are completed and, in the opinion of the Supplier/ Selected Bidder, the Facilities or any part thereof is ready for Commissioning, the Supplier/ Selected Bidder shall so notify the Procuring Entity who shall respond within reasonable time to supplier/ Selected Bidder. If no response received or Procuring Entity starts using the facility then it will be deemed to have reached completion.

S. No.	Clause	SubClause No.	Subclause
6.11	Commissioning and operational acceptance	6.11.1	Pursuant to GCC Clause 6.10.1 [Completion of facilities] commissioning of the facilities or any part thereof shall be commenced. The Procuring Entity will provide all assistance in terms of personal and raw materials and make arrangement for attending the Guarantee test by Procuring Entity's representative. Operational Acceptance shall be issued after successful competition of Guarantee test.

7. Guarantees and Liabilities

S. No.	Clause	SubClause No.	Subclause
7.1	Completion Time Guarantee	7.1.1	The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified pursuant to GCC Sub-Clause 6.10 [Completion of the Facilities], or within such extended time to which the Contractor shall be entitled under GCC Clause 9.2 [Extension of Time for Completion] hereof.
7.2	Liquidated Damage	7.2.1	Subject to provisions of GCC Clause 8.6 [Force Majeure] and 9.2 [Extension of Time for Completion], if the Supplier/ Selected Bidder fails to deliver any or all of the Goods or perform the Installation Services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Goods and/ or Installation Service which the Supplier has failed to supply or complete: - i) Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work- 2.5% ii) Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work-5.0% iii) Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work-7.5% iv) Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work-10% Notes: 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 value of Goods and/ or Installation Services not received in specified time should be calculated carefully. The method of calculation for contracts which include multiple items of supply/ service in case individual value of each item is not taken in the Bid should be generally given in the SCC. The maximum amount of liquidated damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 10 [Termination].

S. No.	Clause	SubClause No.	Subclause
		7.2.2	Whenever any claim against the Supplier/ Selected Bidder for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Performance Security and/or Security Deposit, at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Supplier /Contractor/ Consultant, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining dues. The Department shall, further, have the right to effect such recoveries under Public Demands Recovery Act and/ or as arrears of land revenue as per provisions of the Section 53 of the RTPP Act.
		7.2.3	Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods is on account of hindrances beyond the control of the supplier/ selected bidder i) The supplier/ selected bidder shall request in writing to the Procuring Entity giving reasons for extending the delivery period, if he finds himself unable to complete the supply of goods within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods. This request shall be submitted as soon as a hindrance in delivery of goods occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods after which such request shall not be entertained. ii) The Procuring Entity shall examine the justification of causes of hindrance in the delivery of goods and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages iii) Normally, extension in delivery period of goods in following circumstances may be considered without liquidated damages: a) When delay has occurred due to delay in supply of drawings, designs, plans etc. if the Procuring Entity was required to supply them to the supplier/Selected Bidder of goods as per terms of the contract. b) When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier/Selected Bidder by the Procuring Entity as per terms of the contract. c) When delay has occurred due to delay in issue of NOC by nagar nigam/UITs/JDA, electricity department etc iv) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of goods. v) It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted.

S. No.	Clause	SubClause No.	Subclause
			The competent authority shall have right to cancel the contract with respect to undelivered goods and If Procuring Entity is in the needs the good rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
7.3	Defect Liability	7.3.1	The Contract warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of goods supplied and of the work executed. If required, the defect liability period will be specified in the SCC. If during the Defect Liability Period any defect should be found in the design, engineering, materials and supplied or of the work executed by the Supplier/ Selected Bidder, the Supplier/ Selected Bidder shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Supplier/ Selected Bidder shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Supplier/ Selected Bidder shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes: (a) improper operation or maintenance of the Facilities by the Procuring Entity. (b) operation of the Facilities outside specifications provided in the Contract; or normal wear and tear.
7.4	Functional Guarantees	7.4.1	The Supplier/ Selected Bidder warrants that all the Goods are new, unused, or as per specification provided in the contract.
		7.4.2	Subject to GCC Sub-Clause 6.3 [Specifications and Standards], the Supplier/ Selected Bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier/ Selected Bidder or arising from design, materials, and workmanship, under normal use.
		7.4.3	Unless otherwise specified in the SCC, the warranty/ guarantee, as the case may be, shall remain valid for as specified in SCC months after supply of the Goods and completion the Installation Services have been accepted at the final destination indicated in the SCC, or in case of Goods being imported after the placement of Supply Order, for as specified in SCC months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

S. No.	Clause	SubClause No.	Subclause
		7.4.4	The Procuring Entity shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
		7.4.5	The terms and condition of warranty maintenance and repairs are as specified in the SCC.
		7.4.6	In case of machinery and equipment also, guarantee will be given as mentioned in GCC Sub-Clause 7.4.4 [Functional Guarantees] above and the Supplier shall during the guarantee period replace the parts / whole, if any, and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.
		7.4.7	In case of machinery and equipment specified by the Procuring Entity the Supplier/ Selected Bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed at the time of entering into the contract. The Supplier /Selected Bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model, Supplier/ Selected Bidder will give sufficient notice to the Procuring Entity. Procurement Entity will have to agree to the firm's request. However, in case supply of new model is agreed to then bidder shall be responsible to ensure adequate regular supply of spare parts needed for new model of the machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.
		7.4.8	If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

S. No.	Clause	SubClause No.	Subclause
7.5	Patent Indemnity	7.5.1	The Supplier/Selected Bidder shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 7.5.2 [Patent Indemnity], indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: i. The installation of the Goods by the Supplier/ Selected Bidder or the use of the Goods where the Site is located; and ii. The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier/ Selected Bidder, pursuant to the Contract.
		7.5.2	If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 7.5.1 [Patent Indemnity], the Procuring Entity shall promptly give the Supplier/ Selected Bidder a notice thereof, and the Supplier/ Selected Bidder shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
		7.5.3	If the Supplier/ Selected Bidder fails to notify the Procuring Entity within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Supplier/ Selected Bidder.
7.6	Limitation of Liability	7.6.1	Except in cases of gross negligence or wilful misconduct: i. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier/ Selected Bidder to pay liquidated damages to the Procuring Entity; and ii. the aggregate liability of the Supplier/ Selected Bidder to the Procuring Entity under the Contract shall not exceed the amount specified in the SCC, which shall not be less than the amount of the Contract Price and more than double of it, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier/ Selected Bidder to indemnify the Procuring Entity with respect to patent infringement.

8. Risk Distribution

S. No.	Clause	SubClause No.	Subclause
8.1	Transfer of Ownership	8.1.1	Ownership of goods procured in India or imported shall be transferred to the Procuring Entity when they are brought and installed at location specified in FOR destination under this RFP
8.2	Care of Facilities	8.2.1	The Supplier/Selected Bidder shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities.
8.3	Loss of or Damage to Property; Accident or Injury to Workers. Indemnification	8.3.1	The Contractor shall indemnify and hold harmless the Procuring Entity and its employees from all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities arising in connection with the supply and installation of the Facilities due to negligence of the Contractor.
8.4	Insurance	8.4.1	The Supply under the Contract shall be fully insured on "All Risk" basis with minimum Insurance coverage in amount equal to 110 percent of the CIP value of the imported supplies or Ex-works price in case of domestic supply on "All Risks" basis, including war risks and strikes showing Procuring Entity as Beneficiary. The insurance charges shall be borne by the Supplier/ Selected Bidder. Insurance policy shall be valid for 30 days beyond receipt of material.
		8.4.2	The Supplier/ Selected Bidder shall at its expense take out and maintain insurance against risks such as transportation risk, installation risk, Third Party Liability Insurance, Automobile Liability Insurance, Worker's compensation risk or any other risk associated with supply and installation at the designated site.
		8.4.3	The goods will be delivered at the destination godown in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier/ Selected Bidder, and PE will not be required to pay such charges if incurred.

S. No.	Clause	SubClause No.	Subclause
8.5	Change in Laws and Regulations	8.5.1	If the SCC provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and /or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier/ Selected Bidder has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 4.1 [Contract Price].
8.6	Force Majeure	8.6.1	i. For purposes of this Clause, “Force Majeure” means an event or situation beyond the reasonable control of the Supplier/Selected Bidder or of the Procuring Entity, as the case maybe, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier/Selected Bidder. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, acts of the public enemy, civil commotion, sabotage, earthquakes, fires, floods or other adverse weather conditions, explosions, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, or acts of God. ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s employees, experts, sub-consultants/ contractors, or agents, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder. iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

S. No.	Clause	SubClause No.	Subclause
		8.6.2	The Supplier/ Selected Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.
		8.6.3	If a Force Majeure situation arises, the Supplier/Selected Bidder shall promptly but not later than two weeks, notify the Procuring Entity in writing, with reasonable evidence of such condition and the cause and effects thereof, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Unless otherwise directed by the Procuring Entity in writing, the Supplier/ Selected Bidder shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.
		8.6.4	If the force majeure condition(s) mentioned above be in force for a period of within 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
		8.6.5	In case due to a Force Majeure event the Procuring Entity is unable to fulfil its contractual commitment and responsibility, the Procuring Entity shall notify the Supplier /Selected Bidder accordingly and subsequent actions taken on similar lines described in above sub-clauses.
8.7	Assignment	8.7.1	Neither the Procuring Entity nor the Supplier/Selected Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier/Selected Bidder or the Procuring Entity of their respective obligations under the Contract.

9. Change in Contract elements

S. No.	Clause	SubClause No.	Subclause
9.1	Change Order	9.1.1	The Procuring Entity may at any time order the Supplier/ Selected Bidder through Notice in accordance GCC Clause 2.5 [Notices], to make changes, within the general scope of the Contract in any one or more of the following: i. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity. ii. The method of shipment and/ or packing. iii. The place of delivery; and iv. The Installation, Erection, Training and Commissioning Services to be provided by the Supplier/ Selected Bidder.
		9.1.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight days from the date of the Supplier's receipt of the Procuring Entity's change order.
		9.1.3	Prices to be charged by the Supplier for any Installation Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		9.1.4	Procuring Entity's right to vary quantity would be as per Rule 73 of RTPP Rules.
		9.1.5	As per Rule 29 (i) of RTPP Rule for Rate Contract the contract may be extended for 3 months on same price, terms, and condition provided that market prices have not fallen down during the period for the subject matter of procurement or its constituents, to be procured under the rate contract.
9.2	Extension of Time for Completion	9.2.1	If at any time during performance of the Contract i.e., delivery period specified in the contract or extended delivery period, the Supplier/ Selected Bidder should encounter conditions impeding timely delivery of the Goods or completion of Installation Services pursuant to GCC Clause 6.6 [Installation, Erection, Training and Commissioning], the Supplier/ Selected Bidder shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's/ Selected Bidder's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.

S. No.	Clause	SubClause No.	Subclause
		9.2.2	Except in case of Force Majeure, as provided under GCC Clause 8.6 [Force Majeure], or reasons beyond the control of the Supplier/ Selected Bidder under GCC Clause 9.2.1 [Extension of Time for Completion], a delay by the Supplier /Selected Bidder in the performance of its Delivery and Completion obligations shall render the Supplier/Selected Bidder liable to the imposition of liquidated damages pursuant to GCC Clause 7.2 [Liquidated Damages].

10. Termination

S. No.	Clause	SubClause No.	Subclause
10.1	Termination for Default	10.1.1	The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part: i). if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 9.2.1 [Extension of Time for Completion] or ii). If the Supplier fails to perform any other obligation under the Contract which is defined as the fundamental breach of contract. Any party to the contract commits a breach of contract that is so fundamental that it deprives the other party to the contract of substantially the whole of contract's benefits is stated to be the fundamental breach of contract. Therefore, any breach of conditions relating to essence of any contract is termed as fundamental breach of contract. Time assigned for completion of contract and the quality of goods or any other condition of contract are generally the essence of the contract. iii). if the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and GCC Clause 2.3 [Code of Integrity], in competing for or in executing the Contract. If Procuring Entity terminates the contract in whole or in part, amount of PSD may be forfeited
		10.1.2	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 10.1.1(i) [Termination], the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods and/ or the Installation Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

S. No.	Clause	SubClause No.	Subclause
10.2	Termination for Insolvency	10.2.1	The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity
10.3	Termination for Convenience	10.3.1	i) The Procuring entity, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. ii) Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

11. Exclusive Jurisdiction

S. No.	Clause	SubClause No.	Subclause
11.1	Jurisdiction	11.1.1	The Courts of _____ [mention district] of Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods.

12. Settlement of Disputes

S. No.	Clause	SubClause No.	Subclause
12.1	General	12.1.1	If any dispute arises between the supplier/ selected bidder and Procuring Entity during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder

13. Warranty

S. No.	Clause	SubClause No.	Subclause
13.1	General	13.1.1	a) The bidder must supply all items with warranty valid as defined in Technical Specs of the document after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination (s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO. b) At the time of delivery, the bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period. c) The Procuring Entity shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Procuring Entity. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the Procuring Entity. d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document. e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods. f) The warranty on supplied software media, if any, should be at least 90 days.

Section 12 - Bill of Materials (BoM)

S. No.	Item	Specification	Quantity	Unit of measurement
1	Printer	Single Function Laser Printer: 1. Printing Method : Monochrome Laser Beam 2. Printing, Print Speed: A4: 18PPM or Higher, Letter: 19PPM or Higher, 3. Print Resolution: 600 x 600dpi or Higher, 4. Print Quality with Image Refinement Quality, 5. Paper Handling: Paper Input (Standard): 150 sheets (based on 80g/m) or Higher and Paper Output: 100 sheets (face down) (based on 80g/m) or Higher, 6. Paper Size: A4, Legal, Letter and Envelope, Paper Type: Plain paper, Heavy Paper, Transparency, Label, Envelope. 7. Connectivity and Software: USB Interface: USB 2.0 High Speed or Higher, 8. Compatible Operating Systems: Windows , Linux (Ubantu) and Any Other Compatible OS. 8. General Specification:- Device Memory 32MB or Higher, 9. Power Requirement: 220 - 240V (±10%), 50 / 60Hz (±2Hz), 10. Monthly Duty Cycle:- 5000 Page or Higher, 11. Comprehensive On-Site Warranty Except for consumbales: One (1) Year.	38	Number(s)

Section 13 - Technical Specification

S. No.	Item Description	Quantity	Unit(s)	MAF Available
1	Printer	38	Number(s)	No

Section 14 - Financial Bid Format

Sr No.	Item	Description	Quantity	Unit of Measurement	Unit Price (Inclusive of all taxes and charges and excluding GST)	Applicable GST Rate	Unit price (Inclusive of GST)	Total Price (Inclusive of GST and all other Charges)
1	Printer	Single Function Laser Printer: 1. Printing Method : Monochrome Laser Beam 2. Printing, Print Speed: A4: 18PPM or Higher, Letter: 19PPM or Higher, 3. Print Resolution: 600 x 600dpi or Higher, 4. Print Quality with Image Refinement Quality, 5. Paper Handling: Paper Input (Standard): 150 sheets (based on 80g/m) or Higher and Paper Output: 100 sheets (face down) (based on 80g/m) or Higher, 6. Paper Size: A4, Legal, Letter and Envelope, Paper Type: Plain paper, Heavy Paper, Transparency, Label, Envelope. 7. Connectivity and Software: USB Interface: USB 2.0 High Speed or Higher, 8. Compatible Operating Systems: Windows , Linux (Ubantu) and Any Other Compatible OS. 8. General Specification:- Device Memory 32MB or Higher, 9. Power Requirement: 220 - 240V (±10%), 50 / 60Hz (±2Hz), 10. Monthly Duty Cycle:- 5000 Page or Higher, 11. Comprehensive On-Site Warranty Except for consumbales: One (1) Year.	38	Number(s)				
				Total Amount				

Sr No.	Item	Description	Quantity	Unit of Measurement	Unit Price (Inclusive of all taxes and charges and excluding GST)	Applicable GST Rate	Unit price (Inclusive of GST)	Total Price (Inclusive of GST and all other Charges)
				Total Amount				

Section 15 - Annexures

S.No	Annexure Title
1	Letter of Techno-commercial Bid
2	Power of Attorney for signing of Bid
3	Bid Security -Bank Guarantee Unconditional
4	Bid-Securing Declaration
5	Declaration by the Bidder
6	Agreement
7	Performance Security
8	Performance Security Declaration
9	DECLARATION /UNDERTAKING REGARDING DEBARMENT/BLACKLISTING
10	Annexure ABCD
11	Technical Specification & Compliance Sheet
12	Technical Capability (Work Experience)
13	Bid Fees , Bid Security and SHPP Processing Fees Budget Head and Detail

Selected annexure PDFs are inserted immediately after this Annexures section.

Letter of Techno-commercial Bid

Date: <<Current Date and Time>>
UBN No: <<UBN No. of the Bid Document>>

To: <<Complete name of the Procuring Entity (Approver)>>

I/We, the undersigned, declare that:

(a) I/ We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders and I/we will abide by all the terms and conditions mentioned in the bid document.

(b) I/We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders.

(c) I/ We have submitted bid document cost, processing fees and bid security amount. If I/ We have availed benefit of concessional bid security amount, then I/ We have submitted the relevant document along with my bid which is digitally signed.

(d) I/We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply.

(e) Our bid consisting of Techno- commercial Bid and Price shall be valid for a period as specified in BDS in days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(f) Our Techno-commercial Bid is in conformity with all the Requirement(s) as per Schedule of Supply and we are attaching a separate letter detailing the deviations from the requirement.

(g) I/We undertake, if our bid is accepted, we shall abide by all terms and conditions of bid.

(h) Our firm, including joint venture partners, fulfil all the eligibility criteria (Nationality, Submission of only one Bid, Debarment and Conflict of Interest)

(i) If our Bid is accepted, I/we commit to submit a Performance Security as per ITB/GCC/Bid Document of the Contract Price or shall submit the Performance Security Declaration for the due performance of the Contract. In case additional quantity is to be supplied then I agree to submit additional performance security.

(j) I/We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority as may be specified in the Bidding Document.

(k) I/We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission.

(l) I/We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded.

(m) I/we understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(n) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name: _____ [insert complete name of person signing the bid]

In the capacity of _____ [insert legal capacity of person signing the bid]

Duly authorized to sign the Bid for and on behalf of _____ [insert complete name of the bidder]

[DSC/ OTP validation from person whose name and capacity are shown above

[insert date of signing]

<<DSC/ OTP authentication and time stamp>>

<<Blue font should be deleted after submission by the bidder>>

Power of Attorney for signing of Bid

[To be executed on a non-judicial stamp paper duly notarized]

Know all men by these presents, We _____
_____
[name of the firm and Address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____ [name], son/ daughter/ wife of _____ and presently residing at _____,
who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the supply of "_____" required by _____ [Name of the Procuring Authority] (the "**Authority**") including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20__

For _____
[Signature, name, designation and Address]

Witnesses:
1.
(Notarised)

2.
Accepted

_____

(Signature)

[Name, Title and Address of the Attorney]

[The bidder should delete the lines in blue font while executing the document on non-judicial stamp paper.]

Bid Security - Bank Guarantee Unconditional

(To be executed on a non-judicial stamp paper)

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

Bank Name: [Insert Bank's Name]
Bank Address: [Insert Address of Issuing Branch or Office]
Beneficiary: [insert name and address of the Purchaser]
Date: [insert date]
Bid Security No.: [insert number]

We have been informed that [Insert Bidder's Name] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Notice Inviting Bids No. [insert NIB number/ ("the NIB"),
Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee,

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

a) Has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Bid Data Sheet (hereinafter "the BDS"); or

b) Having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you,
   i. Failed or refused to execute the Contract Agreement within the time period specified in the BDS, or
   ii. Failed or refused to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or

c) Has breached the provision of Code of Integrity specified in the *RTPP Act*, *RTPP Rules* and the *ITB*

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____
[insert signature of person whose name and capacity are shown]
Name: _____
[insert complete name of person signing the Bid Security]
In the capacity of: _____
[insert legal capacity of person signing the Bid Security]
Duly authorized to sign the Bid Security for and on behalf of _
[insert name of the Bank]
Dated on day of,
[insert date of signing]
Bank's Seal _____
[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture that submits the bid.]

Bid Securing Declaration

(To be executed on a non-judicial stamp paper)

Date: <<Current Date>>
UBN No.: <<UBN No.>>

To: <<Complete name and address of Procuring Entity (Approver)>>

We, the undersigned, declare that we are <<Choose from the following check box>>

(i) Departments/Boards of the State Government or Central Government; or
(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government; or
(v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

Signed: _____
[insert signature of person whose name and capacity are shown]
Name: _____
[insert complete name of person signing the Bid-Securing Declaration]
In the capacity of: _____
[insert legal capacity of person signing the Bid-Securing Declaration]
Duly authorized to sign the bid for and on behalf of:
_____
_____
[insert complete name and address of the Bidder]
Dated on day of,
[insert date of signing]
Corporate Seal _____
[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid]

Declaration by the Bidder

In relation to our Bid submitted to_____ <<Designation and address of the procuring entity (Approver)>> for procurement of <<Procurement Title>> in response to their Notice Inviting Bids No. <<UBN No. of the Bid Document>> Dated <<Current Date>> we hereby declare under **Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act** that:

1. I/We are eligible and possess the necessary professional, Techno-commercial, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.

2. I/We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.

3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.

4. I/We and our directors and officers have not 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.

5. I/We have not been/have been debarred under Section 46 of RTPP Act.

6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition.

    i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
        a) have controlling partners/ shareholders in common; or
        b) receive or have received any direct or indirect subsidy from any of them; or
        c) have the same legal representative for purposes of the Bid; or
        d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
        e) the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved, or
        f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid;
        g) bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract. This means that any person participating in a procurement process shall–

   i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
   ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
   iii. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
   iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
   v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
   vi. not obstruct any investigation or audit of a procurement process;
   vii. disclose conflict of interest, if any; and
   viii. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Name: [insert complete name of person signing the bid]

Designation: [insert complete name of person signing the bid]

Address: [insert complete address of person signing the bid]

Place: [insert place of person signing the bid]

[DSC/ OTP Validation from person whose name and capacity are shown above

[insert date of signing]

<<DSC/ OTP authentication and time stamp>>

Agreement- Goods

AGREEMENT

An agreement made this _____ day <<day>> of _____ <<Month, year>> between _____ <<Name and Address of the Bidder>> (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/<<Name and Address of the Procuring Entity if other than a department of state Govt.>> (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of _____ <<Amount in Figures and Words including GST and other taxes>> (herein after "the Contract Price"). The details of procurement are:

GOODS DETAILS	
S. No	Items
1.	
2.	
3.	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    a) The Procuring Entity's Notification to the Supplier of Award of Contract;
    b) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
    c) The Special Conditions of Contract;
    d) The General Conditions of Contract;
    e) The Schedule of Supply;
    f) Instructions to Bidders;
    g) The Notice Inviting Bids;
    h) <<Others>>

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein; the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

<<Witness 1 >>

<<Witness 2>>

Signed By: (for the Supplier)

<<Name>>

<<Designation>>

<<Address>>

<<Witness 1 >>

<<Witness 2>>

Signed By: (for the Procuring Entity)

(On behalf of Governor of the State of Rajasthan)

<<Name>>

<<Designation>>

<<Address>>

Agreement- Services

AGREEMENT

An agreement made this _____ day <<day>> of _____ <<Month, year>> between _____ <<Name and Address of the Bidder>> (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/<<Name and Address of the Procuring Entity if other than a department of state Govt.>> (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Services, viz, <<Services name>> and has accepted a Bid by the Supplier for the supply of those Services for the sum of _____ <<Amount in Figures and Words including GST and other taxes>> (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    i) The Procuring Entity's Notification to the Supplier of Award of Contract;
    j) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
    k) The Special Conditions of Contract;
    l) The General Conditions of Contract;
    m) The Schedule of Supply;
    n) Instructions to Bidders;
    o) The Notice Inviting Bids;
    p) <<Others>>

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Services in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the fulfilment of services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

<<Witness 1 >>

<<Witness 2>>

Signed By: (for the Supplier)

<<Name>>

<<Designation>>

<<Address>>

<<Witness 1 >>

<<Witness 2>>

Signed By: (for the Procuring Entity)

(On behalf of Governor of the State of Rajasthan)

<<Name>>

<<Designation>>

<<Address>>

Performance Security

(to be given by a Scheduled Bank in India)

Bank's Name: [Insert Issuing Bank Name]
Address of Issuing Branch or Office: [Insert Address of Issuing Bank Name]

Beneficiary: [Name and Address of Procuring Entity]

Date: [Current date]

Performance Guarantee No.:

We have been informed that, ---[name of the Bidder]---- has entered into Contract No ----------[reference number of the Contract] ------ dated [Insert contract date]----------with you, for the supply of ---------[Insert Procurement Title and brief description of the Goods and Related Services]-------.

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the bidder, we ---------- [name of the Bank]----- hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR* -------[amount in figures]---------- (INR ----------[amount in words] -------) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the ---------Day of ----------, and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorized Signature(s)

** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract*

*** Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.*

Note: The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

[All text highlighted in blue is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.]

Performance Security Declaration

Date: [insert date (as day, month and year)]
Contract Name and No.: [insert name and number of Contract]

To:

[insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that we are *(Choose one from the following):*

(i) Departments/Boards of the State Government or Central Government; or
(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
(v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.

We understand that we are eligible for submission of a Performance Securing Declaration in lieu of Performance Security under Rule 75 (1) of RTPP Rules, 2013.

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for _____ *[insert name of subject matter of procurement*.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the _____ *[Designation of the Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____
[insert signature of person whose name and capacity are shown]

In the capacity of: _____
[insert legal capacity of person signing the Performance Security Declaration]
Name: _____
[insert complete name of person signing the Declaration]
Duly authorized to sign the Contract for and on behalf of: _____
[insert complete name and address of the Bidder]
Dated on day of,
[insert date of signing]
Corporate Seal _____
[affix corporate seal of the bidder]

DECLARATION /UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

(To be submitted on Letter Head)

I/We.....,(name and post of authorized signatory)on behalf of M/S.....(name of Proprietorship/Partnership firm/company) do hereby solemnly affirm and declare as under:

(i) That our firm/company is not debarred/ blacklisted/deregistered or banned by Central / State Government (including Government of Rajasthan) /Semi Government Agency/Public Sector Undertaking/Autonomous Body/ etc. as on the date of bid submission.

(ii) That no criminal proceedings or vigilance inquiries related to corrupt or fraudulent practices are pending against our firm/company or its proprietor/partners/directors.

(iii) That our firm/company has not been declared ineligible/debarred under section 11 and 46 of RTTP Act, 2012.

(iv) The debarment period, if any in past, has already been completed and we are eligible to participate in this tender as on the date of bid submission.

Our firm/company understands that at any stage, if above statement are found to be false, our firm/company shall be liable for debarment from bidding in department apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit and forfeit Bid security/performance Security

Date:
Place:

(Signature and name of the
Authorized signatory of the firm with Seal)

Annexur :- A

Compliance with the Code of Integrity and No Conflict of Interest

Any Person participating in a procurement process shall :-

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

Conflict of Interest:-

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

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

A Bidder may be considered to be in conflict of interest with one or more Parties in a bidding process if, including but not limited to:-

A. have controlling partners/shareholders in common; or
B. receive or have received any direct or indirect subsidy from any of them; or
C. have the same legal representative for purposes of the bid; or
D. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
E. the Bidder participates in more than one bid in the same bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
F. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
G. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Signature of the Bidder with Rubber Seal

Annexur :- B

Self Declaration by the Bidder regarding Qualifications

To,
The Chairman,
Purchases Committee,
District & Session Court, Jodhpur District.

Sub:- Procurement of Steel and Wooden Furniture at CJ and JM Court Shergarh.

Ref:- Notice Inviting Bids No.....Dated..... (UBN No.....)

Sir,

I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, Which materially affects fair competition;
6. I/We do not have 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.
7. I/We do not have any previous transgressions with any entity in India or any other country during the last three years does not have any debarment by any other procuring entity is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer.
8. I/We do not have its business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
9. I/We will comply with the code of integrity as specified in the bidding document. Also, this is to certify that, the specifications mentioned in the Technical bid, I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum technical specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Signature of the Bidder with Rubber Seal

Annexur :- C

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is District & Session Judge, Jodhpur District.

The designation and address of the Second Appellate Authority is Registar General, High court, Jodhpur

1. Filing an appeal

   If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved: possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

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

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

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

3. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appeal Authority, as the case may be.

4. Appeal not to lie in certain cases

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

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

5. Form of Appeal

a) An appeal under Para (1) or (3) above shall be in the annexed from alorg 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 Authority, as the case may be, in person or through registered post or authorized representative.

6. Fee for filing appeal

a) Fees 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 band demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
b) On the date fixed for hearing the First Appellate Authority or Second Appellate Authority, as the case may be shall,
   (i) hear all the parties to appeal present before him; and
   (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter
c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Signature of the Bidder with Rubber Seal

FORM No. 1
[See rule 83]
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

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

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

1. Particulars of appellant:
   (i) Name of the
2. Name and address appellant:.....
   (ii) Official address, if any:.....
   (iii)Residential address:.....
   of the respondent(s):

   (i)

   (ii)

   (iii)

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

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

5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

.....

.....

..... (Supported by an affidavit)

7. Prayer:

.....

.....

.....

Date ..... Appellant's Signature

Signature of the Bidder with Rubber Seal

Annexur :- D

Additional Conditions of Contract :-

1. **Correction of arithmetic errors :-**
   Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:-
   a. if there if there is a discrepancy between the unit price and the total price that is btained 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 Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
   b. if there 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

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

2. **Procuring Entity's Right to Vary Quantities :-**
   a. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
   b. Orders for extra items may be placed by the procuring entity in accordance with the Scheduled of power as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.

c. Orders for additional quantities may be placed, if allowed 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.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% the quantity of the individual items as provided in the origin work order with prior approval of the Administrative Department concerned as follows:-

i. the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;
ii. that the additional quantities so procured shall be part and parcel of the work being executed;
iii. that the limit of 50% of the value of original contract shall not be exceeded in any case.

d. **Dividing quantities among more than one bidder at the time of award:-**

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

Signature of the Bidder with Rubber Seal

OFFICE OF THE DISTRICT AND SESSION JUDGE, JODHPUR DISTRCIT

Detailed Technical Specification & Compliance Sheet

Single Function Laser Printer

SL. No.	Detailed Parameters	Specification Required	Compliance YES/NO (To be filled by bidder)
1	Printing Method	Monochrome Laser Beam Printing	
2	Print Speed	A4: 18PPM or Higher, Letter: 19PPM or Higher,	
3	Print Resolution	600 x 600dpi or Higher	
4	Print Quality with Image Refinement Quality	2400 (equivalent) x 600dpi	
5	Paper Handling	Paper Input (Standard): 150 sheets (based on 80g/m) or Higher and Paper Output: 100 sheets (face down) (based on 80g/m) or Higher,	
6	Paper Size	A4, Legal, Letter and Envelope,	
7	Paper Type	Plain paper, Heavy Paper, Transparency, Label, Envelope.	
8	Connectivity and Software	USB Interface: USB 2.0 High Speed or Higher,	
9	Compatible Operating Systems	Windows , Linux (Ubantu) and Any Other Compatible OS.	
10	Device Memory	32MB or Higher,	
11	Power Requirement	220 - 240V (±10%), 50 / 60Hz (±2Hz),	
12	Monthly Duty Cycle	5000 Page or Higher,	
13	Warranty	Comprehensive On-Site Warranty Except for consumables: One (1) Year.	

1. Brochure & Catalog of Make and Model quoted should be attached.
2. The items must be original Popular Branded as per specification. If any deviation/Local assembled product etc. found, legal action will be taken.
3. Product is not likely to be declared as End-of sale on the date of bid submission.
4. Product is not likely to be declared as End-of service/support within next 5 years from the date of final bid submission.
5. Authorized Distributors/Dealers/Channel Partner/Retailers Certificate should be attached in absence of bid will be rejected.

Signature of the Bidder with Seal.

OFFICE OF THE DISTRICT AND SESSION JUDGE, JODHPUR DISTRCIT

Technical Capability (Work Experience)

Sl. No.	Oragnization Central or State Govt./ BFSI/ PSU/Coporation	Name of Department or Office	Financial Year	Work Orde No. & Date	Amount	Completion Certificate No. & date	Work Order and completion Certificate Attched

Signature of the Bidder with Seal.

OFFICE OF THE DISTRICT AND SESSION JUDGE, JODHPUR DISTRCIT

Bid Fees, Bid Security and SHPP Processing Fees on E-Grass Portal or IFMS-RMS Portal

Particular for Bid Fees and Security	
Department	73- Rajasthan High Court
District	Jodhpur City
Office Name	24840- Distirct & Session Judge, Jodhpur Dist.
Year	Select period :- One Time
Budge Head for Bid Fees	0075-00-800-52-01 निविदा प्रपत्र शुल्क
Budge Head for Bid Security	8440-00-103-00-00 प्रतिभूति राशि

Particular for SHPP Processing Fees	
Department	105- Treasury & Accounts Department
District	Jodhpur City
Office Name	1117- Treasury Office, Jodhpur City
Year	Select period :- One Time
Budge Head for SHPP Processing Fees	0075-00-800-54-01 SHPP प्रोसेसिंग फीस की प्राप्तिया