



# राजस्थान लोक सेवा आयोग, अजमेर

## ई-बिड सूचना

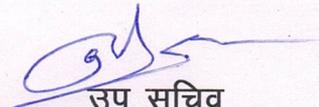
क्रमांक : 15

दिनांक : 27.1.2020

आयोग कार्यालय में वर्ष 2019-20 के लिये नेटवर्क अपग्रेडेशन, वाई फाई पाइन्टस हेतु सीलबंद ई-बिड आमंत्रित की जाती हैं। अन्य विवरण निम्नानुसार हैं

कार्य का विवरण	नेटवर्क अपग्रेडेशन, वाई फाई पाइन्टस हेतु
अनुमानित मूल्य	20.00 लाख
बिड प्रतिभूति राशि	40,000 रुपये
ई बिड प्रपत्र का शुल्क	500 रुपये
ई-उपापन प्रोसेसिंग शुल्क	500रु राजकॉम्प (RISL के पक्ष में)
ई बिड प्राप्ति की अंतिम तिथि	12.02.2020 दोपहर 3.00 बजे तक
ई बिड खोलने की तिथि	12.02.2020 सांय 4.00 बजे
निविदा अपलोड/प्रकाशित किये जाने की दिनांक :-	27.01.2020

ई बिड प्रपत्र एवं शर्तें e-proc Portal <https://eproc.rajasthan.gov.in> अथवा <https://rpsc.rajasthan.gov.in> एवं <http://sppp.rajasthan.gov.in> पर भी उपलब्ध है। वेबसाइट से डाउनलोड किये गए ई बिड प्रपत्र के बिड शुल्क का डी.डी./नकद जमा रसीद संलग्न करना आवश्यक है।

  
उप सचिव

ई बिड प्रपत्र क्रमांक 15  
अंतिम तिथि – 12.02.2020  
(सांय 3.00 बजे तक)  
मूल्य (पाँच सौ रूपये)

## राजस्थान लोक सेवा आयोग, अजमेर

### नेटवर्क अपग्रेडेशन,वाई फाई पाइन्टस हेतु वित्तीय बिड प्रपत्र

1. ई बिड प्रस्तुत करने वाली फर्म/व्यक्ति का नाम व पता \_\_\_\_\_  
\_\_\_\_\_  
दूरभाष नम्बर \_\_\_\_\_  
बैंक का खाता संख्या \_\_\_\_\_ ब्रांच का नाम \_\_\_\_\_  
PAN No \_\_\_\_\_ IFSC कोड \_\_\_\_\_
2. जिसको सम्बोधित किया गया – सचिव, रा.लो.से.आ., अजमेर
3. सन्दर्भ – ई बिड सूचना सं. \_\_\_ दिनांक \_\_\_\_\_
4. ई बिड शुल्क की राशि 500/- नकद रसीद संख्या \_\_\_\_\_ दिनांक \_\_\_\_\_ डी.डी. नं. \_\_\_\_\_ दिनांक \_\_\_\_\_ के द्वारा जमा करा दी गयी है।

मैं, उपरोक्त ई बिड सूचना संख्या \_\_\_ दिनांक \_\_\_\_\_ के अनुसार राजस्थान लोक सेवा आयोग, अजमेर को नेटवर्क अपग्रेडेशन,वाई फाई पाइन्टस के लिये एतद्वारा निम्नलिखित दरें प्रस्तुत करता हूँ :-

(P.T.O)

## Technical Specifications

वस्तु का नाम एवं प्रकार	संख्या
<p><b>1. Complete Networking of RPSC Campus with 300 nodes</b>            Floor wise CAT 6A Network LAN cabling as per actual length including laying, installation and testing.            The concerned may visit and examine the campus.</p>	
<p><b>1.1 CAT 6A UTP Cable indoor cable (Per Meter cost with approximate 8000 m cable) -</b>            Unshielded Twisted Pair, Category 6A, TIA / EIA 568-C.2: (UL certificate should be submitted for CMR rating) 23 AWG solid bare copper conductor.            Polyethylene insulation/LSZH, CMR rated jacket as per UL 1666 or IEC 60332-3.            Cross-member fluted member pair separator, ETL or 3P tested for TIA/EIA-568C.2, 3P, also verified to Cat 6A for Zero Bit Error verified by ETL Approvals (ETL report for zero bit should be submitted).            Box of 305 meters Packing, 45ns MAX. Delay Skew, 100 Ohms + /- 15 ohms for 1 to 350 MHz. Mutual Capacitance 5.6 nF/100 Meters, Maximum Delay Skew 40 nS/100 Meters, Nominal Velocity of Propagation (NVP) 63%.            Impedance, Pair- to- pair and PS NEXT, ELFEXT and PSELFEXT, Return Loss, ACR and PS ACR Performance characteristics to be provided.            Attenuation (dB/100m) - 32.8MAX. At 250MHz, 43.2MAX. At 400MHz, 54.8MAX. At 250 MHz.</p> <p><b>1.2 Information Outlet with Surface Mount Box -</b>            Should meet for exceed the TIA/EIA-568-C.2 Component Compliant (1Gigabit) standard.            Surface mount box with single RJ45 socket to terminate UTP CAT 6A Cable.            Accessories Strain relief and bend-limiting boot for cable, Approval UL or ETL or 3P            Housing Polyphenylene oxide, 94V-0 rated Wiring blocks Polycarbonate, 94V-0 rated.            Jack contacts : Beryllium copper with thick gold and minimum thick nickel under plate, Performance Characteristics Attenuation, NEXT, PS NEXT, FEXT and Return Loss, IDC Contact: Phosphor bronze 50micron" gold plated contact surface.            Provision for protection against dust.            ROHS Compliant, 3rd party from bodies like ETL verified (ETL report should be submitted).</p> <p><b>1.3 Faceplates -</b>            Single Gang square plate, 86 mmX 86mm or higher 1-port with shutter, High Impact Plastic Body ABS material.            Write on labels– supplied with plate.            Screw hole covers – to be supplied with plate.            Plug in Icons – Icon tree – to be supplied with plate.            Provisions for labeling icons and strips.</p> <p><b>1.4 One (1) Meter Dual Ended Mounting Cord -</b>            Should confirm / comply or exceed the ISO/IEC 11801:2002, TIA-568-C.2 Cat 6A for physical &amp; Electrical specifications / standards.            4 Pair 24 AWG Copper Cable with integral cross member pair, transparent slim line clear anti-slag slip on boots and factory moulded RJ-45 plugs at both end LSZH sheath.            Slim line transparent snag-less, boot to maintain bend radius, Tensile strength 50 Newton.            Plug Housing Clear polycarbonate 94V-0 rate.            Terminals Phosphor Bronze with gold plating, 50 micron" gold over nickel            Load bar polycarbonate, Jacket FRPVC.            Insulation Flame Retardant Polyethylene, End point connector Factory standard connector.            Approvals UL (UL certificate should be submitted), ETL or 3P certificates. Material ROHS compliant (ETL report should be submitted).</p> <p><b>1.5 Two (2) Meter Dual Ended Mounting Cord -</b>            Should confirm / comply or exceed the ISO/IEC 11801:2002, TIA-568-C.2 Cat 6A for physical &amp; Electrical specifications / standards.            4 Pair 24 AWG Copper Cable with integral cross member pair, transparent slim line clear anti-slag slip on boots and factory moulded RJ-45 plugs at both end LSZH sheath.            Slim line transparent snag-less, boot to maintain bend radius, Tensile strength 50 Newton.            Plug Housing Clear polycarbonate 94V-0 rate.            Terminals Phosphor Bronze with gold plating, 50 micron" gold over nickel            Load bar polycarbonate, Jacket FRPVC.            Insulation Flame Retardant Polyethylene, End point connector Factory standard connector.            Approvals UL (UL certificate should be submitted), ETL or 3P certificates. Material ROHS compliant (ETL report should be submitted).</p> <p><b>1.6 24 Port, Cat 6A Jack Panel -</b>            Should conform to TIA / EIA 568-C.2 Component Compliant.            Should terminate 24 UTP CAT 6A (4 pair) Cables at 110 type wiring block at the rear end and RJ45 jack on the front panel.            Have port identification numbers on the front of the panel.            Ports should be with individual dust cover &amp; individually replaceable            19" rack mountable.</p>	--

<p>Should confirm to EIA/TIA wiring Pattern. Should have labeling strips for identification. Should have integral cable management shelf. The modules should be UL94 VO rated. Modules should be 110 IDC Termination 180 or 90 or 45 degree Punch, allowing wires between 22 – 26 AWG sizes. Cable Guide way or support bar to guide the cable on the rear side. Jack Panel should be RoHS Complaint.</p> <p><b>1.7 ISI Mark PVC Conduits and Casing and Caping (as per requirement) -</b> PVC conduit/ casing ISI mark including all accessories</p> <p><b>1.8 Single Mode 12-Core OFC Cable (Unarmoured) including jointing enclosures -</b> Single Mode 12-Core OFC Cable (Unarmoured)</p> <p><b>1.9 Single Mode 12/24 Port (Duplex connector) LIU (JC Box)/Fibre Patch Panel/Fibre Distribution -</b> 6 port duplex connector Fibre management rackmount/outdoor enclosures loaded with required Adapters, adapter plates, pigtails, splice trays &amp; labels. Height 1 U (Rack/Wall mountable). Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius. Drawer/Sliding Style: The LIU must be of Drawer/ Sliding style for easy maintenance and troubleshooting.</p> <p><b>1.10 Any other item required for completion &amp; successful execution of the project</b></p>	
<p><b>1.11 Unified Threat Management (UTM) Enterprise edition for 300 users (including installation and testing)</b> <b>Hardware Features : -</b> The Firewall should be hardware based, reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems. The Proposed Appliance Vendor should be in the Leaders' Quadrant of Gartner Magic Quadrant for UTM, 2018 and recommended in NSS Labs report, 2019 Appliance should have at least 8 x 1G RJ-45 interfaces, 2 x 10G SFP+ interfaces from day one. Firewall appliance must support 2 power supplies, console port, SSD/HDD based storage, with minimum throughputs for Firewall: 28 Gbps and for NGFW: 4 Gbps with 16 Million Concurrent connections <b>Base Firewall Features : -</b> The proposed system should have identity awareness mechanism, ICASA or Checkmark certification, diagnostic capabilities, feature to get real time updates of ever evolving and new URLs for web filtering signatures. The proposed system should support High Availability (Active-Active &amp; Active-Passive), integration for Authentication via: Active Directory/RADIUS/Internal Database, 802.3ad interface link aggregation, intrusion attack signature and should support automatic update directly over the internet for the newly discovered attacks, Stateful inspection, Port Forwarding, industry standards VPNs such as IPSEC and SSL VPN. The solution should be able to provide HTTP and HTTPS scanning/ inspection, enable safe internet use while protecting against threats and malware, enforce security policies with granular control and visibility, provide comprehensive protection for mails and should come with advanced anti-spam protection, detect and block network traffic attempting to contact command and control servers. Solution should provide a HTTP/ HTTPS/ SSH/ Telnet, GUI based management console for managing and configuring various components of the appliance, with full reporting. Solution should have ATP. Firewall should be CE/FCC/BIS certified. Firewall should be IPv6 Ready. <b>Security Subscriptions and Support - 36 Months</b> <b>Subscriptions/Services required to achieve above mentioned features such as NGFW, Antivirus, Web and Application Filtering, ATP, Anti-Botnet and Antispam Services, Identity Awareness; Advanced Hardware Replacement, Firmware and General Upgrades, 24X7 Support; OEM MAF Mandatory.</b> Bidder must have atleast one OEM certified engineer to implement the solution.</p>	01
<p><b>1.12 L2 Managed Switch 24 ports (including installation and testing)</b> Uplink Interfaces: 4 SFP with modules. Connector Type: RJ 45. Interface: Ethernet 10Base-T/100Base-TX/1000Base-T Console Port: 1. LAN Base ISO Software Image VLAN: Support for 1023 VLAN, Jumbo Frame Support: 9216 bytes, Flash Memory: 128 MB, RAM: 512 MB minimum, Frequency: 50/60 Hz, Voltage: AC 120/230 V</p>	12

<p>Clock Speed: 600 MHz, Remote Management: Telnet, HTTP, NMS, CLI, RMON 1, RMON 2, SNMP 1, SNMP 2c, SNMP 3, SSH, TFTP. Authentication Method: Kerberos , RADIUS , Secure Shell (SSH) , TACACS+</p> <p>Switching Capacity: 216 Gbps, Forwarding Performance (64B packets size): 71.4Mbps. Switch should be Rack mountable</p> <p>Features: Access Control List (ACL) support, ARP support , Auto-negotiation, Autouplink (auto MDI/MDI-X) , DHCP support, Dynamic, ARP Inspection (DAI), Dynamic Trunking Protocol (DTP) support, Energy Efficient Ethernet, Hot Standby Router Protocol (HSRP) support, IPv4 support, IPv6 support, Jumbo Frames support, Layer 2 switching, Link Aggregation Control Protocol (LACP), MLD snooping, Multiple Spanning Tree Protocol (MSTP) support, NetFlow, Port Aggregation Protocol (PAgP) support, RADIUS support, Rapid Per-VLAN Spanning Tree Plus (PVRST+), Rapid Spanning Tree Protocol (RSTP) support, Remote Switch Port Analyzer (RSPAN), Shaped Round Robin (SRR), Trivial File Transfer Protocol (TFTP) support, Trunking, Uni-Directional Link Detection (UDLD), Unicast Reverse Path Forwarding (URPF), VLAN support</p> <p>Networking Compliant Standards: 802.1ae, 802.1AX, 802.1D, 802.1p, 802.1Q, 802.1w, 802.1x, 802.3, 802.3ab, 802.3ad (LACP), 802.3ae, 802.3az, 802.3u, 802.3x, 802.3z</p>	
<p><b>1.13 Access Points (Wi-Fi) (including installation and testing with background ISP of RPSC)</b></p> <p><b>Indoor Access Points : -</b></p> <p>Access Point should have 802.11 a/b/g/n/ac Wave 2, Dual Band, Kensington security slot, minimum 1 GB RAM, minimum 1xRJ45 10/100/1000 Ethernet with PoE support, antennae gains of minimum 4 dBi at 2.4 GHz, 5.5 dBi at 5 GHz, have internal antennas only, minimum 3*3 MIMO, ETA Certificate as per WPC, minimum 3 Years OEM warranty with power budget less than 20 Watts. Access Point must support atleast 1300 Mbps (5G) + 450 Mbps (2.4G). Access Point should be able to mount on ceiling, should be UL Standard 2043 rated and CE/FCC certified</p> <p><b>Wireless Controller : -</b></p> <p>Solution should be hardware controller based. Solution should provide functionality to centrally monitor and manage all access points and wireless clients through the built-in wireless controller. Controller can be part of UTM, in case, if controller functionality can be given through UTM appliance, then, bidder may not need to bid a separate controller. Solution should have Time-based Voucher, automatic channel selection (on boot and upon configuration change), manual channel selection, scheduled firmware updates, fast roaming function based on IEEE 802.11r, domain visibility (Web categorization based), captive portal capabilities for user access to internet, Solution should support for IEEE 802.1X (RADIUS authentication). Solution should be able to show access point status in realtime, provide wireless guest internet access, time based wireless network access, provide web and application filtering for internet users, Solution should help in identifying inappropriate user behavior, Solution should have configurable encryption algorithm, MAC-based access control with minimum 3 Years OEM warranty and support. OEM MAF Mandatory for UTM/Wireless Controller, Access Point.</p>	10
<p><b>1.14 Network Rack 9U (including installation)</b></p> <ul style="list-style-type: none"> <li>• Power Socket</li> <li>• Cable entry / exist on bottom panel</li> <li>• Design with wall mount fixing provision</li> <li>• Fan mounting with filter provision</li> </ul>	06

मेरे द्वारा उक्त ई बिड में प्रस्तुत दरे स्वीकृत/अनुमोदित होने पर मुझे ई बिड की शर्तें स्वीकार होंगी।  
अमानत राशि रूपये \_\_\_\_\_/— मैंने राजस्थान लोक सेवा आयोग, अजमेर कार्यालय में नकद/रसीद  
नं \_\_\_\_\_, डी.डी. नं. \_\_\_\_\_ दिनांक \_\_\_\_\_ द्वारा जमा करा दी है एवं इसका विवरण सीलबंद  
ई-बिड लिफाफे पर भी अंकित कर दिया गया है।

ई बिडदाता के हस्ताक्षर  
मय पूरा पता

## Checklist

S.No.	Details	Description
1	Name of Bidder Firm	
2	Status (Proprietor/ Partnership Firm/ company)	
3	Authorized signatory (Name and Designation)	
4	Phone No.	
5	Mobile No.	
6	E-Mail Address	
7	Address (Regd. Office.)	
8	Bank Detail	Account No. Bank IFSC Code

S. No.	Particulars	Tick Mark (Yes/No)	Index (Pg No.)
1	DD/ BC of Bid Fee, Processing Fee and Bid Security (EMD) have been physically submitted in the office as desired in the NIB and a scanned copy of the same is uploaded alongwith Technical Bid (Self Attested - Enclosed).	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.	GST Registration certificate alongwith latest GST Deposition Challan (Self Attested - Enclosed).	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.	Duly signed & sealed, along with Special T & C Annexure-2 (Self Attested - Enclosed).	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.	Annex ABCD of Transparency in public procurement Act (Self Attested - Enclosed).	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.	Declaration regarding GST and Not Black Listing duly signed & sealed Enclosed.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
6.	Scanned Copy of Brochure / Catalogue etc (Self Attested - Enclosed).	Yes <input type="checkbox"/> No <input type="checkbox"/>	
7.	Scanned copy of authorization certificate of Manufacturer / Authorized Distributor / Authorized Dealer / Authorized Bonafide Dealer (Self Attested - Enclosed).	Yes <input type="checkbox"/> No <input type="checkbox"/>	
8.	Scanned copy of Price Charging Certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	
9.	Scanned copy of PAN card (Self Attested - Enclosed)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
10.	Minimum Average Annual Turnover of the bidder for the last 3 years should be 18 Lacs. Attached CA audit report.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
11.	Experience of supply in the Government Departments. Attach Certificates/ Work Order.	Yes <input type="checkbox"/> No <input type="checkbox"/>	

## **Price Charging Certificate**

The contractor shall furnish the following certificate along with the bill for payment of supplies made against the rate contract.

“I/We” certify that there has no reduction in sale price of the stores of description identical to the stores supplied to the Govt., under the contract here in and such stores have not been offered / sold by me / use to any organization including the purchase or any dept, of State Govt., or any statutory undertaking of the Central Government, or State Government, as the case may be up to the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the Government, under the contract except for quantity of stores categories under sub-clause 60 (a),(b) (c) and (d).

**Signature of Bidder with Seal**

**"DECLARATION BY THE TENDER"  
(TO BE SUBMITTED WITH TECHNICAL BID)**

I/we declare that I/We \_\_\_\_\_ am/are Manufacture/ Authorized Importer/ Authorized Dealer / Bonafide Dealer in the Goods/Stores/equipments for which I/We have tendered. (STRIKE OFF WHICHEVER IS NOT APPLICABLE).

If, this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our Security may be forfeited in Full and the Tender, if any to the extent accepted, may be cancelled.

**Signature of the Bidder with seal**

**"GOODS AND SERVICE TAX DECLARATION"  
(TO BE SUBMITTED WITH TECHNICAL BID)**

I, certify that the goods on which GST has been charged are not exempted under the GST Act, or the Rules made there under and the amount charged on account of GST is not more than what is payable under the provisions of the GST Act or the Rules made there under.

Certify that we M/s \_\_\_\_\_ are registered as Dealer in the (State or Union Territory) under GST Tax Registration No \_\_\_\_\_

**Signature of the Bidder with seal**

**"DECLARATION"  
(TO BE SUBMITTED WITH TECHNICAL BID)**

I, \_\_\_\_\_ Designation, \_\_\_\_\_ of  
\_\_\_\_\_ (Office address)  
\_\_\_\_\_ (Res. Address)

solemnly declare that our firm/company \_\_\_\_\_ (name of the firm) has not been black listed/debarred anywhere in India.

Date:

Place:

# GOVERNMENT OF RAJASTHAN

## Rajasthan Public Service Commission, Ajmer

GENERAL TERMS & CONDITIONS OF E-TENDER AND CONTRACT FOR E- TENDER, (See Rule 68)

**Note:** Bid Document fee of Rs. 500/- and Bid Security Money (EMD) Rs. 40000/- in form of DD/Bankers cheque in favor of **Secretary RPSC, Ajmer** must be submitted physically as per scheduled Date and time in the office of the **Secretary RPSC, Ajmer** in absence of which the Bid will not be considered and will be rejected.

1. Tenders must be submitted in ONLINE according to the directions given in the tender notice/hereunder.
  - i. **Technical Bid** : Must contain (Scanned copy in .PDF format) the following-
    - a. Scan copy of DD/ BC of Bid Document fee of Rs. 500/- and Bid Security Money (EMD) Rs. 40,000/- in favor of **Secretary RPSC, Ajmer**.
    - b. Check List duly filled in.
    - c. GST Registration Certificate alongwith latest GST Deposition Challan.
    - d. Terms and Conditions duly signed & sealed.
    - e. Annex ABCD of Transparency in public procurement Act duly filled signed and sealed.
    - f. All declaration signed.
    - g. Authorization Certificate of Manufacturer / Authorized Distributor / Authorized Dealer / Authorized Bonafide Dealer (Self Attested - Enclosed).
    - h. Price Charging Certificate
    - i. Brochure / Catalogue etc.
    - j. Copy of PAN card
    - k. Experiences of supply in the Government Department attach certificate/work order.
    - l. Minimum average annual turnover of the bidder for the last 03 years to be 18 Lac C.A. Certificate.
  - ii. **Financial Bid:** The rates are to be given in the BoQ. Tenderer has to quote rates item wise on-line. The rate has to be quoted & filled in BoQ only. (Rates so approved shall remain fixed till the entire period of the contract). Scanned copy as mentioned in para 1(i) above, should be included in technical bid and financial rates should be submitted in financial bid i.e. BoQ. Financial bids shall be opened only of those tenders, which will qualify technically.
2. "Tenders by bonafide dealers:" Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORMS 11.
3. Points:
  - i. Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.
  - ii. No new partner/partners shall be accept in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **Goods & Services Tax Registration:** No Dealer who is not registered under the GST Act prevalent in the State where his business is located shall tender. The Goods & Services Tax Registration Number should be quoted without which the tender is liable to rejection.
5. Tender forms shall be submitted online only.
6. The rates should mention element of the Goods & Services Tax separately.
7. All rates quoted must be FOR destination and should include all incidental charges except octroi, Goods & Services Tax which should be shown separately, and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Officer. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
8. **Purchase Preference:** Purchase preference will be provided in procurement, to the category of bidders as notified by the State Government vide FD Notification Dt. 19.11.2015 and 29-08-2018
9. **Validity:** Tenders shall be valid for a period of 90 Days from the date of opening of Tender
10. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning

of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the purchase Officer and get clarifications.

**11.** The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

**12. Specifications:**

- i. All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
- ii. The supply of articles marked with asterisk/at serial number, shall in addition conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderer.
- iii. Warranty/Guarantee clause: The tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of days/months from the date of delivery of the said goods/ stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of. Days/months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description an quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- iv. In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- v. In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tender shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

**13. Inspection:**

- i. The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- ii. The tenderer 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. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

**14. Samples:** Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polyethene bags at the cost of the tenderer.

**15.** Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

**16.** Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The Sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry

of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

17. Samples not approved shall be collected by the unsuccessful tenderer. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
18. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
19. **Testing charges:** Testing charges shall be borne by the **Tenderer**. Government has one time approved all the cost associated with the project.
20. **Testing Criteria:** The testing of the above project shall be conducted floor wise at random points. Each Switch rack will be examined for end-to-end connectivity from centralized server till nodes.
21. **Rejection:**
  - i. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his/her own cost within the time fixed by the Purchase Officer.
  - ii. If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the tenderer of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
22. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
23. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
24. The contract for the supply can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
25. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
26.
  - i. **Delivery period:** Delivery mode and period will be as per Special Terms & Condition No. 12.
  - ii. **Extent of quantity-Repeat orders:** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the value of goods of the original contract. Procuring Entity may also order additional quantities beyond 50% of the quantity of individual item. The Delivery Period may also proportionately increase. If the tenderer fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.
  - iii. If the purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.
27. Bid Security (EMD):
  - i. Bidder have to submit DD/BC (of scheduled Bank) of Rs 40,000/- on account of earnest money in favor of The **Secretary RPSC, Ajmer** as desired in E-Tender Notice No. 15(2019-20)
  - ii. **Refund of Bid Security Money:** The Bid Security Money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
  - iii. **Partial exemption from earnest money:** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer 2 [deleted] from the Director of Industries Rajasthan, at the rate of 0.5% of the estimated value of the tender shown in NIT.]
  - iv. The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.

- v. The earnest money/security deposit lying with the department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.
- 28. Forfeiture of earnest money :** The earnest money will be forfeited in the following cases:
- i. When tenderer withdraws or modified the officer after opening of tender but before acceptance of tender,
  - ii. When tenderer does not execute the agreement if any, prescribed within the specified time.
  - iii. When the tenderer does not deposit the security money after the supply order is given.
  - iv. When he fails to commence the supply of the items as per supply order within the time prescribed.
- 29.**
- i. Agreement and Performance security deposit:
    - a. Successful tenderer will have to execute an agreement in the Form 17 and deposit security equal to 5% of the value of the stores for which tenders are accepted within 7 days from the date of dispatch on which the acceptance of the tender is communicated to him.
    - b. Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
  - ii. The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
  - iii. Performance security shall be furnished in any one of the following forms- (a) deposit though 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 rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master; (d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security; (e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the 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.
- 30. Forfeiture of Security Deposit:** Security amount in full or part may be forfeited in the following cases
- i. When any terms and conditions of the contract are breached.
  - ii. When the tenderer fails to make complete supply satisfactorily.
  - iii. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.
- 31.** The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
- 32.**
- i. All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.
  - ii. R.R. should be sent under registered cover through Bank only.
  - iii. In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the tenderer.
  - iv. Remittance charges on payment made shall be borne by the tenderer.
- 33. Insurance:**

- i. The goods will be delivered at the destination godown in perfect condition .the supplier if he so desires, may be insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and State will not be required to pay such charges, if incurred.
- ii. The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser, in such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

**34. Payments:**

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

**35.**

- i. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- ii. **Liquidated damages** : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tenderer has :
  - a.Delay up to one fourth period of the prescribed delivery period 2.5 %
  - b. Delay exceeding one fourth but not exceeding half of the prescribed period 5.0 %
  - c. Delay exceeding half but not exceeding three fourth of the prescribed period 7.5 %
  - d. Delay exceeding three fourth of the prescribed period. 10 %.
- iii. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- iv. The maximum amount of liquidated damages shall be 10%
- v. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - a.Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

**36. Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. 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 alongwith amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

**37.** Tenderers must make their own arrangements to obtain import license, if necessary.

**38.** If a tenderer imposes conditions which are in addition to or in conflict with the condition mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.

**39.** The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.

**40.** The tenderer shall furnish the following documents at the time of execution of agreement:

- i. Attested copy of Partnership Deed in case of Partnership Firms.
- ii. Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
- iii. Address of residence and office, telephone numbers in case of sole Proprietorship.
- iv. Registration issued by Registrar of Companies in case of Company.

41. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
42. All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Jodhpur, Rajasthan and not elsewhere.
43. The bidder will be responsible to possess all necessary licenses/certificates etc. required under any Act, prevailing during the currency of the contract/Bid date. The procuring authority may ask to produce these documents anytime or as and when required.
44. The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. 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 those fifteen days time to intimate their acceptance to the revised price. its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, 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.
45. **Clarification of bids-** (1) To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its bid. The committee's request for clarification and the response of the bidder shall be in writing. (2) Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the committee shall not be considered. (3) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids. (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. (5) All communications generated under this rule shall be included in the record of the procurement proceedings.
46. Procuring entity's right to accept or reject any or all bids.- The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
47. **Right to vary quantity-** (1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents. (2) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and (b) 50% of the value of goods or services of the original contract.
48. 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 if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

**Secretary, RPSC Ajmer**

Carefully read and understood above terms and conditions (**From 1 to 48**) of the Sid and abide by them.

**Signature of the Bidder with seal**

### **Special Terms & Conditions**

1. All the documents should be self attested. Bid Document Fee and Bid Security money (EMD) required must be as per terms and condition (in the following manner only) must be in the name of **Secretary, RPSC Ajmer**. Otherwise Bid will not be considered:- (A) Bank Draft/Banker cheque of the scheduled bank
2. GST Registration certificate alongwith latest GST Deposition Challan should be enclosed along with the Bid.
3. Validity of rates will be up to Dated **31-03-2020** from the date of approval.
4. All the terms and conditions are to be accepted by the firm and any counter conditions if imposed will not be considered. If any how Bid is accepted it will not be deemed to have been accepted unless specifically mentioned in the rate approval letter or purchase order.
5. The Bid should be submitted only by those firms who are manufacturers/ Authorized distributors/ Bonafide Dealer/ Indian agent of product. An authorization certificate should be enclosed with Bid otherwise your rates may not be considered for particular items.
6. Payment will be made after acceptance and approval of the suitability of the supplies duly verified by the Purchase Officer concerned or any authorized officer of this office.
7. A price charging certificate should also be furnished to the effect that the rates offered are reasonable and justified and we are not marketing lower to other department on conditions of the Bid and contract.
8. If the firm fails to execute the supply order with in stipulated time period, the purchase officer shall be free to arrange the supply from another source on his risk and cost.
9. Supply when received shall be subject to inspection to ensure whether they conform to prescribed/approved specification.
10. The firms to submit the technical specification in tabular form by incorporating all individual technical specification by mentioning Yes/ No and Positive or Negative Deviation, if any with complete details. Incomplete Technical Bids will not be considered at all.
11. The procuring authority may approve rate of any item, of more than one bidder parallel to approved bid rate.
12. The items must be original and as per specification. If any deviation / assemble etc found, legal action will be taken. Items should be delivered, installed and tested (UAT) strictly within **1 (one) month** post issuing of work order.

**Secretary, RPSC Ajmer**

I/we have carefully read and understood above terms and conditions (**From 1 to 12**) of the Bid and abide by them.

**Signature of Bidder with Seal**

## **Annexure-A**

### **Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

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

### **Conflict of Interest**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A bidder may be considered to be in Conflict of interest with one or more parties in 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 abiding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

**Annexure-B**  
**Declaration by the Bidder regarding Qualification Declaration**

In relation to my/our Bid submitted to \_\_\_\_\_ for procurement  
Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document.
3. I/We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition.

**Date:**

**Signature of Bidder**

**Place:**

**Name:**

**Designation:**

**Address:**

## Annexure-C

### Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority: The **Secretary, RPSC, Ajmer.**

The designation and address of the Second Appellate Authority: The **Chairman, RPSC, Ajmer.**

Filing an appeal:

1. If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the or the Guidelines issued thereunder, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.
2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall 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 of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.
4. **Appeal not to lien in certain cases:** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
  - a. Determination of need of procurement;
  - b. Provisions limiting participation of Bidders in the Bid process;
  - c. The decision of whether or not to enter into negotiations;
  - d. Cancellation of a procurement process;
  - e. Applicability of the provisions of confidentiality
5. **Form of Appeal:**
  - a. An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative
6. **Fee for Filing Appeal:**
  - a. Fee for filling appeal shall be rupees two thousand five hundred, which shall be non refundable.
  - b. The fee shall be paid in the form of ban demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
7. **Procedure for disposal of appeal:**
  - a. The 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 Appellate Authority, as the case may be, shall-
    - i. Hear all the parties to appeal present before him; and
    - ii. Peruse or inspect documents, relevant records or copies there of relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal No \_\_\_\_\_ of \_\_\_\_\_  
Before \_\_\_\_\_ (Appellate Authority)

1. Particulars of appellant:
  - i. Name and father's name of the appellant: \_\_\_\_\_
  - ii. Official address : \_\_\_\_\_
  - iii. Residential address : \_\_\_\_\_
2. Name and address of the respondent(s)
  - i. CO \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved.
4. If the Appellant proposes to be represented by \_\_\_\_\_  
a representative the name and postal address \_\_\_\_\_  
of the representative \_\_\_\_\_
5. Number of affidavits and documents enclose with the appeal
6. Grounds of appeal:-

\_\_\_\_\_  
(Supported by an affidavit)

7. Prayer

**Place:**

**Date:**

## **Annexure-D**

### **Additional Conditions of Contract**

1. Correction of arithmetic errors.- Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -
  - a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.
2. Procuring Entity's Right to vary Quantities:-
  - a. At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
  - b. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
  - c. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one bidder at the time of award:-

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