

# Rajasthan Public Service Commission Ajmer

#### **E-Procurement Notice**

E. Tes. Number: |

Date: 69 - 07-2025

E-Bids are invited from interested bidders in the Commission office with details as follows:-

Details of Product	Desktop Computer, Printers		
Estimated Value	17.80 Lacs		
Bid Security Amount (2%)	35,600 Rupees (In favour of Secretary, RPSC)		
Tender Document Fee Amount	500 Rupees (In favour of Secretary, RPSC)		
E-procurement Processing Fee Amount	500 Rupees (In favour of MD, RISL)		
Date of Publication of E-bid	<b>69-07-</b> 2025		
PreBid Meeting Date & Time	<b>14 - 07 -</b> 2025 03:00 PM		
Last date of receipt of E-bids	22 - 07 -2025 03:00 PM		
Date of Opening of E-bids Technical	22 - 07 - 2025 04:00 PM		

(E-bids form and terms conditions are also available at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>, <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>, <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>, <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>,

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F3 (136)Store/New Items/2024-25/119

Date :09/07/2025

Copy is Sent for information and necessary action:-

- 1. Director, Directorate of Information and Public Relations, Rajasthan, Jaipur for Publication in a regional Hindi daily news paper and a state level main daily newspaper having circulation of 50,000 copies and above.
- 2. Notice board, RPSC, Ajmer.
- 3. Incharge officer IT section RPSC, Ajmer, the above tender notice upload on e-proc, sppp and RPSC website.

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## Rajasthan Public Service Commission Ajmer

#### **Desktop Computers and Printers E-Procurement**

1.	Name of the	firm/Submitting	E-bid. A	ddress and	telephone no	)
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- 2. A/c No ----- Ifsc code----- Branch Name -----
- 3. Addressed to Secretary, RPSC, Ajmer.
- 4. Reference E-Bid Notice ----- Date -----
- 5. E-bid document fee anount Rs 500/- challan No ----- Date-----
- 6. E-bid Processing fee amount 500/- Date ----- Challan No-----
- 7. E-bid Security amount of Rs. 35,600/- has been deposited through challan GRN No
- 8. Tender document Fee of Rs. 500/- should be deposited in Budget head 0075-800-52-01 through e-grass system as mentioned in Finance Department circular No P-6(5)/Finance/PWF&AR/2018, Jaipur, dated 27-04-2020 and the challan should be attached.
- 9. Bid security amount 2% of tender value (Rs. 35,600/-) should be deposited as per finance Department circular No P-6(5) Finance/PWF&AR/2018 Jaipur, dated 27-04-2020, through egrass challan under Budget head 8443-00-103-00-00 and a copy of the challan should be attached.
- 10. Deposit the E-Bid processing Fee in favour of RISL through e-grass challan under budget head 8658-00-102-(16)-(01) and attach a copy of the challan.
- 11. Rates will be quoted in BOQ only. The bidder will submit item wise rates in BOQ.
- 12. Bid will not be considered if Bid form fee, RISL fee and Bid Security fee are not accompanied.
- 13. The bidder should not mention any other condition.
- 14. All documents/Certificates must be valid on the last date of submission of tender.

I, hereby offer the following rate to Rajasthan Public Service Commission, Ajmer for in stalling Desktop Computers and Printers as per the above E-bid (Notice No. and Date). Rates are submitting in BOQ.

Signature of E-Bidder (with full Address)

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# Checklist for Technical Bid

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		19		
7	Address (Regd. Office.)				
8	Bank Detail	Account No. Bank			
		IFSC Code			

	GENRAL TERMS & CONDITIONS		
S. No.	Particulars	Tick Mark (Yes/No)	Index (Pg No.)
1.	Copy of Challan of Bid document Fee, Processing Fee and Bid Security (EMD) has been submitted as desired in the NIB and a scanned copy of the same is uploaded alongwith Technical Bid (Self Attested - Enclosed).	Yes □ No □	
2.	GST Registration certificate (Self Attested - Enclosed).	Yes □ No □	
3.	Scanned copy of PAN card (Self Attested - Enclosed)	Yes □ No □	
4.	Duly signed & sealed, along with T & C (Self Attested - Enclosed).  Declaration of all Condition acceptances.	Yes □ No □	
5.	Annex ABCD of Transparency in public procurement Act (Self Attested - Enclosed).	Yes □ No □	
6.	Declaration regarding Not Black Listing duly signed & sealed Enclosed.	Yes □ No □	
7.	Scanned copy of authorization certificate of Manufacturer / Authorized Distributor / Authorized Dealer / Authorized Bonafide Seller (Self Attested - Enclosed).	Yes □ No □	
8.	Minimum Average Turnover of the bidder for the last 3 years should be 10 Lacs. Attached CA audit report. (F.Y 2021-22,2022-23 &2023-24) (Atth. Relevent Docu.)	Yes 🗆 No 🗆	
	Experience of supply in the Government Departments. Work Order: Average Value of supply for last 3 years should be 10 lac of F.Y (2021-22, 2022-23 & 2023-24) (Atth. Relevent Docu.)	Yes □ No □	
	SPECIFIC TECHNICAL TERMS & CONDITIONS		
01	The Bidder must have minimum ISO 9001-2015 or ISO 27000 Certified. (Attach Certificates).	Yes □ No □	
02		Yes □ No □	
03	Scanned Copy of Brochure / Catalogue etc (Self Attested - Enclosed).	Yes □ No □	
04	All the items should be Supportable category by the OEM.	Yes □ No □	

Note:- All documents must be duly signed and enclosed.

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# **Technical Specifications**

S.N.	A COLOR	dor to Attach Relevant Make/Model and Brochures for the below items  Item	Qty						
,		Desktop Computer							
	Type Processor	Intel Core i3 (12th Generation or higher) or AMD Ryzen 3 (5000 Series or higher 4 Core or higher, with minimum 3.0 GHz or higher (Base Frequency),10 MB Cach or higher and to Be Certified by OEM							
	Chipset	et Compatible Chipset							
	Operating System	Pre-installed Genuine OEM Microsoft Windows 11 Professional (64 bit) or higher with OEM recovery Partition/ Recovery DVD or Higher with Microsoft Office							
	RAM	8 GB DDR4 (min 3200 MHz) or higher with 64 GB Expandability							
	Storage	512Gb SSD							
	Display	Minimum 23.8" inch or higher, Resolution 1920X1080 or higher Display							
	Graphics Integrated HD Graphic card or higher								
1	Keyboard & Mosue	OEM USB Keyboard and OEM USB two button Optical mouse with Mouse Pad (Same as Desktop)	20						
	Ports	Minimum 05 USB ports with at least 2 USB 3.0 or higher ports, Ethernet, HDMI, Display port, Audio jack for headphone & microphone							
	Antivirus	Minimum 3 years subscription Antivirus with protection for Ransomware, Browsing, Phishing along with OEM undertaking to be provided.							
	Certification BIS (Only for Monitor)								
	Compliance RoHS								
	Network Interface Integrated 10/100/1000 GB Ethernet, Integrated 802.11 ac Wi-Fi and Bluetooth 4.0 or higher								
	Form Factor SFF/MT								
	Accessories	All Necessary Cable (power & data cable) to be included  2.0 Trusted Platform Module (TPM) (Hardware/Firmware)							
	Security								
	Expansion slots	Minimum two PCIe slots							
	Installation & Warrant	Installation to be done by Vendor & 03 Year on-site OEM Warranty with Support							
	Note : Ve	ndor to provide 01 Recovery Media (USB flash drive) for the above OS system							
		Laser Printer							
	Print Type	Monochrome Laser							
	Functionality	Print, Scan, Copy							
	Print	32 - 35 ppm, Duplex print - Auto							
	Print Resoluton	600 * 600 dpi or higher							
	Memory	256 Mb or Higher							
	Display	LCD Display							
	Duty Cycle	48000 pages per month	10						
2	Paper Size Support	A4, Letter, A5, A5(Long Edge), A6, Executive, Legal, Folio, Mexico Legal, India Legal							
	Scan Type	FLATBED, ADF							
	Printer Toner Type	Toner Cartridge							
	Compatible OS	Min. Windows 7							
	Compliance	RoHS	1						
	Certification	BIS							
	Connectivity	USB, Ethernet, Wireless 802.11 b/g/n							
	Connectivity	USD, Ethernet, Wheless OUZ.II B/g/H	-						

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	Software Media	Driver & Utility Software						
	Installation & Warranty	Installation to be done by Vendor & 03 Year on-site OEM Warranty with Support						
	Laser Printer							
	Print Type	Type Monochrome Laser						
	Functionality	Print Only						
	Print	26-30ppm or higher, Duplex print - Auto						
	Print Resoluton	600 * 600 dpi or higher						
	Memory	256 Mb or Higher						
	Display	Monochrome LCD Display						
	Duty Cycle	20000 pages per month						
3	Paper Size Support	A4, Letter, A5, A5(Long Edge), A6, Executive, Legal, Folio, Mexico Legal, India Legal	10					
	Printer Toner Type	Cartridge						
	Compatible OS	in. Windows 7						
	Compliance	RoHS						
	Certification	BIS						
	Connectivity	USB						
	Cables/ Accessories	All the required cables, Accessories						
	Software Media	river & Utility Software						
	Installation & Warranty Installation to be done by Vendor & 03 Year on-site OEM Warranty with Support							
		Heavy Duty Fast Speed Laser Printer						
	Print Type	Monochrome Laser Beam Printer						
	Functionality	Print						
	Print	60-65 ppm, Duplex print - Auto						
	Print Resoluton	600 * 600 dpi or higher						
	Device Memory	2GB or Higher						
	Display	LCD Display						
	Duty Cycle	260000 pages per month						
4	Tray Capacity	Input Paper Tray 550 sheets and 100 sheets Multipurpose Tray Output Tray Capacity 500 sheets						
	Paper Size Support	A4, Letter, A5, A5(Long Edge), A6, Executive, Legal, Folio, Mexico Legal, India Legal						
	Printer Toner Type	Toner Cartridge						
	Compatible OS	Min. Windows 7						
	Certification	В						
	Compliance	RoHS						
	Connectivity	Interface USB 2.0, 10/100/1000 LAN and Wifi 802.11 b/g/n						
	Cables/ Accessories	All the required cables, Accessories						
	Software Media	Driver & Utility Software						
	Installation & Warranty	Installation to be done by Vendor & 03 Year on-site OEM Warranty with Support	leves.					

#### Note:-

- 1. Desktop and Printers should provide by OEM and manufacturer year should be 2024 an onward.
- 2. The quantity of Items mentioned in the above table may be increased or decreased.
- 3. If the rates quoted in the said e-bid are accepted/approved, I undertake to supply the item as per the criteria enclosed with the tender.

Full signatur of Bidder With seal

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# Rajasthan Public Service Commission, Ajmer

#### TERMS & CONDITIONS OF E-TENDER

Bids are invited On Line in two envelope bidding system. First envelope contains technical proposal and second envelope includes the financial offer Tenders must be submitted in ONLINE according to the directions given in the tender notice/hereunder. Technical Bid will be submitted as below –

(A) Technical Bid Terms and Conditions

- 1. The Bidder has to submit a PDF scanned copies of Challan (scheduled Bank) of the following:
  - i) Bid Security Amount of Rs. 35,600/- in favour of the Secretary RPSC, Ajmer
  - ii) Bid Document Fee of Rs. 500/- in favour of the Secretary RPSC, Ajmer and
  - iii) Processing fee of Rs. 500/- in favour of the RISL, Jaipur.
- 2. **Refund of Bid Security Money**: The Bid Security Money of unsuccessful Bidder shall be refunded soon after final acceptance of tender & agreement.
- 3. Partial exemption from bid security: Firms which are registered as small scale industries of Rajasthan with Director of Industries Rajasthan shall furnish the amount of bid security in respect of items for which they are registered as such subject to their furnishing registration certificate from the Director of Industries Rajasthan, as per RTPP Rules i.e 0.5% of quantity offered.
- 4. The bid security/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 bid security/security money for the fresh tenders. The bid security may however, be taken into consideration in case tenders are re-invited. (Attach Copy of e-grass challan of orignal tender Bid security fee.)
- 5. Check List duly filled in. All document must be enclosed with E-Bid.
- 6. Copy of PAN Card.
- 7. GST Registration Certificate alongwith latest GST Deposition Challan.
- 8. Terms and Conditions duly signed & sealed.
- 9. Annexures A, B, C & D of Transparency in public procurement Act duly filled signed and sealed.
- 10. All declaration should be signed.
- 11. The brand of IT equipment should be amongst the top 5 IDC brands in trend in last one year.
- 12. Authorization Certificate of Manufacturer / Authorized Distributor / Authorized Dealer / Authorized Bonafide Seller (Self Attested Must be Enclosed).
- 13. Minimum average turnover of the bidder for the last 03 years to be 10 Lacs (Attach C.A. Certificate or Audit Balance Sheet). (F.Y 2021-22,2022-23 & 2023-24)
- 14. Financial Bid: The rates are to be given in the BoQ online. Financial bids shall be opened only of those tenders, who will qualify technically.
- 15. 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 45 **Days** post issuing of work order.

# (B) SPECIFIC TECHNICAL TERMS & CONDITIONS

- 15. Brochure / Catalogue etc. are to be enclosed.
- 16. The Bidder must be either ISO 9001-2015 or ISO 27000 Certified. (Attach Certificates).

#### (C) Other general Terms and Conditions

- 1. Tender forms shall be submitted online only.
- 2. The rates must include element of the Goods & Services Tax. i.e Including GST charges.
- 3. All rates quoted must be FOR destination. No cartage or transportation charges will be paid by the RPSC and the delivery of the goods shall be given at the premises of Purchase Officer.
- 4. **Purchase Preference:** Purchase preference will be provided in procurement, to the category of bidders (MSMEs) as notified by the State Government vide FD Notification

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Page 5 of 18

Dt. 19.11.2015 and 29.08.2018. (Attached MSMES registration for the Tender item and relerent productes/work.)

- 5. Rates will be quoted in BOQ only. The bidder will submit item wise rates in BOQ.
- 6. Rates will be given including all taxes.
- 7. Validity: Tenders shall be valid for a period of 90 Days from the date of opening of Technical Bid.
- 8. The bidder 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 bid submission, refer the same to the Purchase Officer and get clarifications.
- 9. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

# 10. Specifications:

- i) All items 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 items marked with asterisk/at serial number, shall in addition conform strictly to the specifications and in case of other material where there are no standard, 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 shall be final and binding on the Bidder.
- iii) Warranty/Guarantee clause: The Bidder 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 Bidder shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the Bidder 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 Bidder 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 Bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- v) Maintenance and repairs in case of any issue shall be rectified by the bidder after completion of tender.
- 11. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications. The supplies will be accepted only where the items conform to the standard of prescribed specifications. Testing charges shall be borne by the **Bidder**.

#### 12. Rejection:

- i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Bidder 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 Bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

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- 13. The rejected articles shall be removed by the Bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Bidder's risk and on his account.
- 14. The Bidder 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 Bidder 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.
- 15. The contract for the supply can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording of the reasons for repudiation.
- 16. Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification.

17.

- i) Right to Vary Quantity: As per RTPP Rule 73(3).
- ii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the Bidder shall not be entitled to claim any compensation.
- 18. Forfeiture of bid security: The bid security will be forfeited in the following cases:
  - i) When Bidder withdraws or modifies the conditions of bid document after opening of tender but before acceptance of tender.
  - ii) When Bidder does not execute the agreement if any, prescribed within the specified time.
  - iii) When the Bidder does not deposit the security money after the supply order is given.
- 19. Agreement and Performance security deposit:
  - i) Successful Bidder will have to execute an agreement in the Form 17 and deposit performance security equal to 5% of the value of the work order within 10 days from the date of dispatch on which the acceptance of the tender is communicated to him.
  - ii) 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.
- 20. The amount of performance security shall be 5% (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. In case of Small Scale Industries of Rajasthan it shall be 1% (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 2% (Two Percent) of the amount of supply order performance security will be refunded as per prov. of RTPP rules 2013.
- 21. 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

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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.

- 22. Forfeiture of Performance Security Amount: 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 Bidder 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.
- 23. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

#### 24. 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.
- 25. All payments shall be made only after satisfactory completion of project.

26.

- i) The time specified for supply in the tender form shall be deemed to be the essence of the contract and the successful Bidder 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 Bidder has:
  - (1) Delay up to one fourth period of the prescribed delivery period 2.5 %
  - (2) Delay exceeding one fourth but not exceeding half of the prescribed period 5.0 %
  - (3) Delay exceeding half but not exceeding three fourth of prescribed period 7.5 %
  - (4) Delay exceeding three fourth of prescribed period 10 %.
- 27. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 28. The maximum amount of liquidated damages shall be 10%
- 29. 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.
  - i) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.
- 30. 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 along with 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.
- 31. Bidders must make their own arrangements to obtain import license, if necessary.
- 32. If a Bidder 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.
- 33. 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 Bidder has been given or distribute items of stores to more than one firm/supplier.

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- 34. The Bidder 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.
- 35. 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.
- 36. 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 **Ajmer Rajasthan** and not elsewhere.
- 37. 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.
- 38. 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 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.
- 39. 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.
- 40. 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.
- 41. If the firm fails to execute the contract within stipulated time period, the purchase officer shall be free to arrange the supply from another source on bidder's risk and cost.
- 42. 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.

43. RTPP Act 2012 and RTPP Rules 2013 will be applied.

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44. In case of any dispute regarding the tender process, first appeal can be made to the Joint Secretary, (A-2), DOP, Government of Rajasthan, Jaipur and Second appeal can be made to the Secretary, DOP, Government of Rajasthan, Jaipur.

-sd-Deputy Secretary, RPSC Ajmer

I/We have carefully read and understood above terms and conditions and abide by them.

Signature of the Bidder with seal

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Page 10 of 18

#### 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.
- 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 of 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.

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# Annexure-B

# Declaration by the Bidder regarding Qualification Declaration

In relation to my	y/our Bid submitted to	for procurement
Public Procuren	nent Act, 2012, that:	
	ossess the necessary professional, technic ence required by the Bidding Document issu	cal, financial and managerial resources and and by the Procuring Entity.
	we fulfilled my/our obligation to pay such oment or any local authority as specified in the	of the taxes payable to the Union and the State are bidding document.
adminis		or being wound up, not have my/our affairs ave my/our business activities suspended and pregoing reasons.
related to my/c preceding	to my/our professional conduct or the making our qualifications to enter into a procurent	t have, been convicted of any criminal offence ng of false statements or misrepresentations as nent contract within a period of three years nent process, or not have been otherwise
	o not have a conflict of interest as specific naterially affects fair competition.	ed in the Act, Rules and Bidding Document,
Date:		Signature of Bidder
Place:		Name:
		Designation:
		Address:

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## Annexure-C

## Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority: The Joint Secretary, DOP (A-2). The designation and address of the Second Appellate Authority: The Principal Secretary, DOP.

Filling 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(l) 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.

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 Filling Appeal:

- a. Fee for filling appeal shall be rupees two thousand five hundred, which shall be non refundable.
- 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:

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
- 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.

The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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#### 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 of decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change n 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.

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

Appeal	No	of							
Before		(Appellate Authority)							
1.	Particu	lars 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.	Numbe	er and date of the order appealed against a	and name a	nd desi	gnation of the				
	officer	/authority who passed the order, or a state	ement of a	decision	n, action or omission				
		그리트 사람이 되었다. 나를 하는 것 같아. 그 나를 중 속에 되었습니다. 그리고 하는 것이 없는 것 같아요. 그리고 있는 것 같아.							
	of the p	procuring entity in contravention to the pr	rovisions o	t the Ac	et by which the				
		ant is aggrieved.							
		Appellant proposes to be represented by _							
٦.	a repre	sentative the name and postal address							
		representative							
		er of affidavits and documents enclose with							
		ds of appeal:-	in the appe						
	OTO UNIT	as of appear.							
				(Supp	orted by an affidavit)				
7.	Prayer								
Place:									
Date:									
Date.									

Programmer (IT)

SA (JD) (IT) Dy. Secy. (Store) Dy. Secy. (Accounts) Financial Adv.

# DECLARATION BY THE BIDDER (TO BE SUBMITTED WITH TECHNICAL BID)

I/we declare that I/We Importer/ Authorized Dealer / Authorized Bonafide Seller in which I/We have tendered. (STRIKE OFF WHICHEVER IS N	(), 1945 (1946) (1946) (1946) (1946) (1946) (1946) (1946) (1946) (1946) (1946) (1946) (1946) (1946) (1946) (19
If, this declaration is found to be incorrect then without prejud taken, my/our Security may be forfeited in Full and the Tenemay be cancelled.	[설명 전통증 [1] [전통 10 ] [1] [1] [1] [1] [1] [1] [1] [1] [1] [
	Signature of the Bidder with seal
"GOODS AND SERVICE TAX DEC (TO BE SUBMITTED WITH TECH I, certify that the goods on which GST has been charged are no the Rules made there under and the amount charged on account	INICAL BID)  In the exempted under the GST Act, or
payable under the provisions of the GST Act or the Rules made	
Certify that we M/s are re Union Territory) under GST Tax Registration No	gistered as Dealer in the (State or
	Signature of the Bidder with seal
DECLARATION	
(TO BE SUBMITTED WITH TECH	NICAL BID)
(Should be on 100/-Non judicial star	
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:
Tork M. gr	all stur
Programmer SA (JD) Dy. Secy. Dy. Secy. (IT) (IT) (Store) (Accounts)	Financial Adv. Joint. Secy. (Accounts) (Admin.)

Page 16 of 18

# 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 is 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

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SA (JD)

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Dy. Secy.

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Page 17 of 18