

**Request for Proposal(RFP) for supply, installation and maintenance of  
Computer Hardware at The Jaipur Central Cooperative Bank Ltd., Head Office  
and its branches**

Reference No. JCCB/Ope/2023-24/65827

Dated- 16/12/2023

<b>Mode of Bid Submission</b>	Government e Marketplace (GeM)
<b>Procuring Authority</b>	Managing Director The Jaipur Central Cooperative Bank Ltd, Jaipur (Rajasthan) – 302021
<b>Bid Amount(Estimated Procurement Cost)</b>	Rs. 55.76 Lakh(Inclusive of GST)[including 3 Years Warranty]
<b>Bid Security Amount</b>	Rs. 1.11 lakh
<b>Start date of download of Bid</b>	As Per GeM
<b>Last date and time of download of Bid</b>	As Per GeM
<b>Last Date of Submission of Bid</b>	As Per GeM
<b>Opening of Technical bid</b>	As Per GeM

<b>Name of Bidding Company/ Firm:</b>	
<b>Contact Person (Authorized Bid Signatory):</b>	
<b>Correspondence Address:</b>	
<b>Mobile no.</b>	
<b>Telephone no. / Fax no.</b>	
<b>Website / e-mail</b>	

**The Jaipur Central Cooperative Bank Ltd.**

HO: F-1, Nursery Circle, Vaishali Nagar,  
Jaipur-302021

Phone no. 8003699077, CM(Operation)

8003699163, SM(Store)

7230044400, Computer Programmer

e-mail: [dccb.jaipur@rajasthan.gov.in](mailto:dccb.jaipur@rajasthan.gov.in)

**Abbreviations and Definitions**

ACT	RTPP Act
Rules	The Rajasthan Transparency in Public Procurement Rules, 2013
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any Bid, proposal or quotation in electronic format
Bid Security (BID SECURITY)	As per Finance Department circular dated 18.12.2020 regarding amendment of rule 42 "Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken"
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, JCCB in this bidding document
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till 3 Years of Operations & Maintenance Services after commissioning of the project.
Day	A calendar day as per GoR/ GoI.
DCCB	District Central Co-operative Bank
FOR/FOB	Free on Board or Freight on Board
FIU	Financial Intelligence Unit – India
GoI/GoR	Govt. of India/ Govt. of Rajasthan
NABARD	National Bank for Agriculture and Rural Development
RBI	Reserve Bank of India
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment (software), industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
ICT	Information and Communication Technology
IFB	Invitation for Bids (A` document published by the procuring entity inviting

	Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places
PSD/SD	Performance Security Deposit/ Security Deposit
Purchaser/ Bidding Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. JCCB in this document
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance
State Government	Government of Rajasthan (GoR)
STQC	Standardization Testing and Quality Certification, Govt. of India
GST	Goods & Service Tax
TIN	Tax Identification Number
TPA	Third Party Auditors
WO/PO	Work Order/ Purchase Order
JCCB	The Jaipur Central Cooperative Bank Ltd.

## 1. PROJECT PROFILE & BACKGROUND INFORMATION

THE JAIPUR CENTRAL COOPERATIVE BANK, JAIPUR herewith invites Request for Proposal(RFP) for supply, installation and maintenance of Computer Hardware at The Jaipur Central Cooperative Bank Ltd., Head Office and its 24 branches situated in Jaipur District.

- *The tenderers are requested to carefully study whole tender document with all the terms and conditions mentioned in the tender document before quoting their rates.*
- *The BID must be strictly in accordance with the terms and conditions with specifications as laid out in the tender.*

## 2. QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	A company registered under Indian Companies Act, 1956 or Companies Act, 2013 OR A partnership firm registered under Indian Partnership Act, 1932. OR Firms registered under Limited Liability Partnership Act, 2008	Copy of valid registration certificates Copy of Certificates of incorporation
2.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder for supply of Computer Hardware (as per the last published audited accounts) during last three financial years i.e. FY 2020-21, 2021-22 & 2022-23 should be at least 2.00 Crore.	Balance Sheet and CA certificates of three years i.e. FY 2020-21, 2021-22 & 2022-23. CA Certificate should be duly signed and sealed with CA registration number.
3.	Financial: Net Worth	The net worth of the bidder for the last three years, including as on 31/03/2023, should be Positive.	CA Certificate with CA's Registration Number/ Seal.
4.	Technical Capability	Bidder should be OEM (Original Equipment Manufacturer) or its Authorized Dealer/ Distributors/ partner.	Dealer/ Distributor/ Partner to submit MAF (Manufacturer authorization form) in reference to this tender as per Annexure-8
5.	Tax registration and clearance	The bidder should have a registered number of i. GST ii. Income Tax / Pan number. The bidder should have cleared his CGST/SGST/IGST dues up to 31.03.2023	Copies of Form 26AS and other relevant certificates of registration(GST, PAN)
6.	Certifications	i. The bidder must possess a valid ISO 9001, 27001 certification, as on date of submission of the bid	Copy of ISO 9001, 27001 Certification

		ii. The Desktop OEM should be authorized for supply of preloaded OS and support to recover system, managing downtime.	
7.	Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document.</p> <p>e) be an individual organization. Consortium shall not be allowed.</p> <p>f) The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.</p>	A Self Certified letter as per Annexure-5: Self Declaration
8.	Offices	The bidder should have permanent office in India with easy access. The bidder should have branch/ service centers in Jaipur, Rajasthan.	<p>The bidder should have permanent office in India with easy access.</p> <p>The bidder should have branch/ service centers in Jaipur.</p> <p>Proof of office in Jaipur/Undertaking must be enclosed.</p>
9.	Experience	The bidder should have supplied computer hardware related items to the nationalized/private/scheduled/Cooperative banks/enterprise/firm/Govt. or Semi Govt. organization/PSU a minimum of 50 desktops/laptops in Single purchase order issued between 01/04/2020 and 31/03/2023	<p>Copy of Purchase order must be enclosed.</p> <p>Satisfactory work completion certificate must be enclosed</p>

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

- a. The bidder shall provide detail of Single Point of Contact(along with contact number and email ID) for attending user request/ complaints. SPOC shall be responsible for providing complain log in and closure details in timely manner.
- b. the procuring entity shall disqualify a bidder as per the terms given in Instructions to Bidder.
- c. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria detailed in this bidding document. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications, if requested to do so.

#### **4. SCOPE OF WORK, DELIVERABLES AND TIMELINES**

##### **1. Supply and Installation:**

###### **a) Supply of products-** The Successful bidder shall-

- i. Supply all the items to the locations as provided in Annexure-9 and provide onsite comprehensive warranty for period of 3 years for all the items supplied and installed.
- ii. Supply all the software with genuine licenses under the name of The Jaipur Central Cooperative Bank Ltd., with updates and patches for period of 3 years from the date of installation.

###### **b) Installation-**

- i. The successful bidder shall install the computer hardware and peripherals at the locations given in Annexure-9.
- ii. The bidder shall consider Installation and Warranty for 3 years from the date of supply of material.
- iii. Obtain installation certificate for all locations from the nodal/ designated officer of The Jaipur Central Cooperative Bank Ltd.
- iii. The desktops, laptops and servers should be configured such that the patches and updates of the OS and other components are automatically downloaded & installed when connected to internet.
- iv. The successful bidder shall maintain complete configuration (in hardcopy & softcopy) details of all the items supplied and installed by him and the same shall be submitted to Bank along with the installation report.

**2. Documentation:** The successful bidder should submit delivery and installation challans with hardware configurations.

**3. Other:** Successful Bidder shall not bid any hardware & software that is likely to be declared end of service support during the respective warranty period. If any equipment is found declared end of service support, then the successful bidder shall replace all such equipment with latest one and equivalent configuration without any financial obligation to Purchaser. The bidder is required to submit an undertaking.

**5. Project Deliverables, Milestones & Time Schedule:** The successful bidder is expected to carry out all ground work for Supply, Installation including documentation, coordination with The Jaipur Central

Cooperative Bank Ltd. Certain key deliverables are identified for each of the milestones, which are mentioned hereunder. Warranty shall start from the date of installation of Hardware.

S No	Event	Deliverables	Timelines
<b>Milestone-1: Item delivery and installation –</b>			
1	Delivery and installation of items as per Annexure-9.	Installation Report (with configuration details) signed by the relevant authority of The Jaipur Central Cooperative Bank Ltd.	Within 45 days of work order *PO may be cancelled in case of breach of supply timeline.
<b>Milestone-2: Satisfactory Performance –</b>			
2	Satisfactory performance of all supplied items	Certificate for satisfactory warranty services from The Jaipur Central Cooperative Bank Ltd.	After completion of warranty

## 5. INSTRUCTION TO BIDDERS (ITB)

1.) All terms of GeM shall be applicable.

2.) **Adherence to RTPP Act, 2012**

**The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2012” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in/>. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding document, the provisions of the Act and the Rules shall prevail.**

3.) **Bid Security**

As per RFP

4.) **Downloading Bid documents**

The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal and bank’s website. The prospective bidders shall be permitted to download the bidding document from the GeM.

5.) **Changes in the Bidding Document**

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the

bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

**6.) Period of validity of bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids.

**7.) Format & Signing of bids**

- a) Bidders must upload their bids online at GeM portal i.e. <https://gem.gov.in>
- b) All the documents uploaded should be signed and sealed on each and every page.
- c) A single stage two part / cover system shall be followed for bid.
- a. Technical Bid including fee details, eligibility and technical documents
- b. Financial Bid
- d) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder

**8.) Cost and Language of Bidding**

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language.

**9.) Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

**10.) Deadline for the submission of Bids**

- a) Bids shall be received online on GeM Portal up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on GeM Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of



their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

**11.) Withdrawal, Substitution, and Modification of Bids**

Bids withdrawn shall not be opened and processes further.

**12.) Opening of Bids**

- a) The Bids shall be opened by the JCCB Procurement Committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened only for the bidders who have submitted the prescribed fee(s) as per tender.
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - a. bid is accompanied by bidding document fee or bid securing declaration, and processing fee (if applicable);
  - b. bid is valid for the period, specified in the bidding document;
  - c. bid is unconditional and the bidder has agreed to give the required performance security; and
  - d. other conditions, as specified in the bidding document are fulfilled.
  - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document fee, processing fee and Bid Security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

**13.) Selection Method:**

The Selection Method Lowest Cost Based Selection (LCBS) i.e. L1 bidder of financial quotation received from successfully technically qualified bidders.

**14.) Clarification of Bids**

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

**15.) Evaluation & Tabulation of Technical Bids****a) Determination of Responsiveness**

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

**e) Non-material Non-conformities in Bids**

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

**f) Technical Evaluation Criteria**

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

**g) Tabulation of Technical Bids**

- a.) If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

- b.) The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- c.) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- d.) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

**16.) Evaluation & Tabulation of Financial Bids**

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids shall be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order. In case quality is also a criteria and the combined score of technical and financial evaluation is considered;
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

**17.) Correction of Arithmetic Errors in Financial Bids**

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a.) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b.) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c.) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

**18.) Comparison of rates of firms**

All financial bids must be submitted with all inclusive prices.

**19.) Negotiations**

- a.) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- b.) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c.) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d.) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e.) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- f.) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

**20.) Exclusion of Bids/ Disqualification**

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

**21.) Lack of competition**

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

- b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst bidders; and
  - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b.) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
  - c.) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
  - d.) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.
- 22.) Acceptance of the successful Bid and award of contract**
- a.) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
  - b.) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
  - c.) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
  - d.) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
  - e.) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
  - f.) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
  - g.) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
  - h.) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

**23.) Information and publication of award**

Information of award of contract shall be shared with the selected bidder only.

**24.) Procuring entity's right to accept or reject any or all Bids**

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

**25.) Right to vary quantity**

- a.) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b.) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract.

**26.) Performance Security**

- a.) Prior to execution of agreement, Performance security shall be solicited from successful bidder.
- b.) The amount of performance security shall be 5% of Bid price, or as may be specified in the bidding document, of the amount of supply order.
- c.) Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft of a scheduled bank;
  - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document;
  - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d.) Performance security furnished above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e.) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
  - d. if procuring entity comes to know that the bidder has furnished wrong information.
- f.) Notice will be given to the bidder with reasonable time before Performance Security Deposit deposited is forfeited.
- g.) No interest shall be payable on the Performance Security Deposit.

**27.) Execution of agreement**

- a.) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b.) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c.) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most

advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

- d.) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

**28.) Confidentiality**

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

**29.) Cancellation of procurement process**

- a.) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b.) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –
- a. at any time prior to the acceptance of the successful Bid; or
  - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c.) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d.) The decision of the procuring entity to cancel the procurement.
- e.) If the bidder who's Bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f.) If a bidder is convicted of any offence under the Act, the procuring entity may: -
- a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

**30.) Code of Integrity for Bidders**

- a.) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b.) The code of integrity include provisions for: -
- a. Prohibiting

- i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
  - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - iv. Improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - vii. any obstruction of any investigation or audit of a procurement process;
  - b. disclosure of conflict of interest;
  - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c.) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate; ]
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### 31.) Conflict of Interest

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.) they have controlling partners in common;
- b.) they receive or have received any direct or indirect subsidy from any of them;
- c.) they have the same legal representative for purposes of the bid;
- d.) they 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;
- e.) A bidder participates in more than one bid in the same bidding process; or
- f.) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. **All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Technical Resource for the contract.**

### 32.) Interference with Procurement Process

A bidder, who: -



- a.) withdraws from the procurement process after opening of financial bids;
- b.) withdraws from the procurement process after being declared the successful bidder;
- c.) fails to enter into procurement contract after being declared the successful bidder;
- d.) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.
- e.) Sub-Contract is not allowed.

### 33.) Appeals

- a.) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings;
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b.) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c.) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the BANK in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d.) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e.) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Managing Director, The Jaipur Central Cooperative Bank Ltd., Jaipur
- f.) Second Appellate Authority: District Collector, Jaipur
- g.) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-11 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- h.) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- i.) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - i. hear all the parties to appeal present before him; and
  - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under (c) shall also be placed on the bank's website.

#### **34.) Stay of procurement proceedings**

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

#### **35.) Vexatious Appeals & Complaints**

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

#### **36.) Offences by Firms/ Companies**

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was incharge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

**38) Abetment of certain offenses:** Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence

#### **39) Debarment from Bidding**

- a) A bidder shall be debarred by the Bank if he has been convicted of an offence
- b) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The Bank or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

## **6. GENERAL TERMS AND CONDITIONS OF BID & CONTRACT**

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

### **Definitions**

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

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

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as

to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

### **1) Contract Documents**

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

### **2) Interpretation**

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

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

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

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

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

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

### **3) Language**

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

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

### **4) Joint Venture, Consortium, Association or Subcontract**

Joint venture, consortium or associations of companies is not allowed to bid. Subcontract of bid is not allowed.

### **5) Eligible Goods and Related Services**

a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

c) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

#### **6) Service of Notice, Documents & Orders**

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

- a. delivering it to the person personally; or
- b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
- c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.

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

#### **7) Scope of Supply**

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

c) The bidder shall not quote software/hardware/solution that is likely to be declared as End of Sale and End of Service/ Support for a period of 3 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted software/hardware. If any of the software/hardware is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such software/hardware with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

#### **8) Delivery & Installation**

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment, if any.

### **9) Supplier's/ Selected Bidder's Responsibilities**

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

### **10) Purchaser's Responsibilities**

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

### **11) Contract Price**

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

### **12) Recoveries from Supplier/ Selected Bidder**

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with JCCB.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

### **13) Taxes & Duties**

a) The TDS etc., if applicable, shall be deducted at source/ paid by JCCB as per prevailing rates.

b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

### **14) Specifications and Standards**

a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ Procurement committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

b) Technical Specifications and Drawings

- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
  - d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
  - e) The supplier/ selected bidder should further warrant that the goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

#### **15) Samples**

Bidder may be requested to demonstrate the solution/software/hardware before the procurement committee. The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such demonstration as are specified in the bidding document.

#### **16) Rejection**

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

#### **17) Delivery period & Extent of Quantity**

- a) The time specified for delivery 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.
- b) The selected bidder shall arrange supplies within the stipulated time period.
- c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited Bid or otherwise and the extra cost incurred shall be recoverable from the bidder.

#### **18) Payments**

a) Payment will be made on on submission of original invoice (in two copies) in specified format along with RTGS/NEFT bank account details (imprinted on Invoice itself) of the supplier/service provider.

**19) Liquidated Damages (LD)**

a) 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 supply order which the bidder has failed to supply/ install/ complete:-

- 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 the prescribed period: 7.5%
- 4) delay exceeding three fourth of the prescribed period: 10%

b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

c) The maximum amount of liquidated damages shall be 10% of the contract value.

d) 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.

e) 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.

Bidders must make their own arrangements to obtain required licenses, if necessary.

**20) Settlement of Disputes**

Arbitration: All disputes, differences and questions whatsoever which shall arise between the parties hereto during the continuance of the contract or afterwards, touching any clauses or matter herein contained, or the right, duties and liabilities of either party in connection therewith, shall be referred to the Registrar under section 58 of the Rajasthan Cooperative Societies Act, 2001 or the Arbitration and Conciliation (Amendment) Act 2015, Govt. of India and all its amendments thereto whichever is agreeable to Bank and Bidder both.

**21) Patent Indemnity**

a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and

ii. the sale in any country of the products produced by the Goods.

b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.



d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

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

## **22) Limitation of Liability**

Except in cases of gross negligence or willful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

## **23) Force Majeure**

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the JCCB in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by JCCB, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the JCCB, the JCCB may take the case with the supplier/ selected bidder on similar lines.

## **24) Change Orders and Contract Amendments**

a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -

i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- ii. the method of shipment or packing;
- iii. the place of delivery; and
- iv. the related services to be provided by the supplier/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

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

## **25) Termination**

### **a) Termination for Default**

i. The Bid sanctioning authority of JCCB may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JCCB; or

b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

c. If the supplier/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If JCCB terminates the contract in whole or in part, amount of PSD may be forfeited.

iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

### **b) Termination for Insolvency**

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

### **c) Termination for Convenience**

JCCB, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

## **26) Exit Management**

### **a) Preamble**

i. The word 'parties' include the procuring entity and the selected bidder.

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by JCCB to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

ii. The selected bidder, if not already done, will transfer all the Software/hardware Licenses under the name of the department as desired by the procuring entity during the exit management period.

iii. JCCB during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.

iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -

a. In the event, if the assets which to be transferred to JCCB mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to JCCB or its nominated agencies.

b. All title of the assets to be transferred to JCCB or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.

c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to JCCB.

d. That the products and technology delivered to JCCB during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of JCCB. Supplied software/hardware & documents etc., used by selected bidder for JCCB shall be the legal properties of JCCB.

c) Cooperation and Provision of Information during the exit management period

i. The selected bidder will allow JCCB or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable JCCB or its nominated agencies to assess the existing services being delivered.

ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management

SLA and SOWs relating to any material aspect of the services provided by the selected bidder. JCCB or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit JCCB or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by JCCB or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to JCCB or its nominated agencies the following:

i. Documentation relating to Intellectual Property Rights;

ii. Project related data and confidential information;

iii. All current and updated data as is reasonably required for purposes of JCCB or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by JCCB or its nominated agencies; and

iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable JCCB or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to JCCB or its nominated agencies, or its replacement operator (as the case may be).

v. Before the expiry of the exit management period, the selected bidder shall deliver to JCCB or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by JCCB or its nominated agencies, or its replacement operator.

ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to JCCB or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to JCCB or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

- i. The selected bidder shall provide JCCB or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on JCCB operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to JCCB or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by JCCB or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

**27) Nominal Membership.**

The successful bidder is required to become a nominal member of the bank.

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

**1) Payment Terms and Schedule**

S. No.	Project Activity/ Scope of Work	Deliverables (Reports/ Docs. / Infra.)	Payment
1.	Delivery and installation of 100% items as per Annexure-I.	Delivery and Installation Report (with duly acknowledged original delivery challan(s) & invoice(s)) signed by the relevant authority of The Jaipur Central Cooperative Bank Ltd.	100% of total installed value
2.	Satisfactory performance of all items as per Annexure-I.	Certificate for satisfactory warranty Services from The Jaipur Central Cooperative Bank Ltd for entire warranty period.	Release of performance security deposit.

- a.) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b.) The payment shall be made on as per actual basis.

- c.) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- d.) All remittance charges will be borne by the supplier/ selected bidder.
- e.) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f.) 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.
- g.) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- h.) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- i.) The quantity mentioned in Annexure – 1 (BoM) and in Annexure – 3 (BoQ) is indicative only, it may possible that workorder quantity may differ from quantities mentioned in Annexure – 1 (BoM) and in Annexure – 3 (BoQ). Quantities in workorder/ contract is sole discretion of purchaser.

**Special Conditions of the Bid-**

**Service Level Standards/ Requirements/ Agreement:** The successful bidder has to resolve the calls during the warranty period as per the timelines defined below, failing which the successful bidder is liable to be penalized:

Item	Time to resolve after lodging of complaint	Downtime Penalty
<b>Infrastructure (as per Annexure-I)</b>		
(A)	From the date of lodging of complaint within next two business days (i.e. up to 3rd business day)	No penalty
(B)	within 4th business day	0.5% of the item value
(C)	within 5th business day	1.0% of the item value
(D)	within 6th business day	1.5% of the item value
(E)	within 7th business day	2.5% of the item value
(F)	Beyond 7th business day	If the call is not resolved beyond 7 <sup>th</sup> business day penalty of 5 % of the item value will be imposed.
The penalty amount will be recovered from the next payment due to the supplier. The Performance Security (for proper maintenance during warranty period) will be returned only after settling the penalty amounts, if any.		
If any computer system(s) gives continuous trouble, five times in one month during the warranty period, the bidder shall replace the system with new system without any additional cost to the purchaser.		
If required by bank, Bidder may be asked to provide service during non-banking hours. Service should be provided without extra cost.		

**ANNEXURE-1: BILL OF MATERIAL (BoM)**

<b>S.No.</b>	<b>Item Name</b>	<b>Indicative Quantity (No.)</b>	<b>Onsite OEM Warranty (in yrs.)</b>	<b>MAF required from OEM</b>
1	Desktop	68	3	Y

**Note:-**

1. The quantity mentioned above is only indicative/tentative and likely to increase or decrease based on Bank's requirement. Bank will issue specific work order for each of the installation with location details.

**ANNEXURE-2: TECHNICAL BID Format**

Name of Bidding Company/ Firm:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile no.	
Telephone no. / Fax no.	
Website / e-mail	

**TECHNICAL COMPLIANCE OF SPECIFICATIONS as below:-**

<b>Item</b>	<b>Specification</b>	<b>Compliance/ Deviation</b>	<b>Page No. where the functionality / specs are mentioned</b>
<b>Make Offered (Renowned brands like Dell/ HP or equivalent)</b>	<b>Mention Make -</b>		
<b>Model Offered</b>	<b>Mention Model-</b>		
Mandatory Certifications	OEM – ISO 9001, 27001 Manufacturer, Certified on supplied OS		
Processor	Intel 12th Generation Intel® Core i5-12400, 6 cores or higher		
Chipset	Intel B/H/Q Chipset or better		
Memory	8GB, DDR4, 3200 MHz expandable upto 64GB with 2 DIMM slots (1 slot should be free for future upgrade)		
HDD	256 GB PCIe® NVMe™ SSD + 1TB SATA 7200 RPM HDD		
Monitor	19.5" 1600 X 900 or higher Antiglare panel; 16:9 aspect ratio (same make as PC)		
Keyboard	Standard USB Keyboard (same make as PC)		
Mouse	2 Button USB Optical Mouse (same make as PC)		
Cabinet	SFF Chassis not more than 10 liter Volume		
Network Features	Integrated 10/100/1000 Mbps Ethernet controller		
Operating System	Preloaded Windows 11 Professional 64 Bit. Machine should be OS certified. Microsoft bid specific Authorization in the name of OEM and The Quoted product should be certified with Microsoft windows for the OS to be provided.		
Power Management	180 W or More Internal PSU		
Graphics	Integrated Intel HD Graphic		



Security	Hardware TPM 2.0		
Warranty	3 years Comprehensive onsite warranty by OEM		

**Note-**

- OEM must have the facility to download updates of software, device drivers, and firmware on its website.
- All the supplied Hardware/ Software should be Interoperable, IPv6 ready and in compliance with the policies/ guidelines issued by DIT, GoI in this regard.
- The tenderer shall enclose brochure of the quoted model.
- The tenderer is required to fill the column “Offering (Y/N)”. In case of deviation details of the same may be provided in the column.

**ANNEXURE-3: FINANCIAL BID FORMAT(BoQ){to be filled by bidder}**

<b>Name of the Bidder/ Bidding Firm / Company :</b>					
<b>S.No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit rate with GST</b>	<b>TOTAL AMOUNT With GST</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	Desktop	68	Nos		
<b>Total in Figures</b>					
<b>Total Amount in Words</b>					

**ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE** {to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_ ,

\_\_\_\_\_ ,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-5: Declaration by Bidder regarding qualification** {to be filled by the bidder}

To,

{Procuring entity}, \_\_\_\_\_,

In relation to my/our Bid submitted to ..... for procurement of.....in response to their Notice Inviting Bids No .....Dated ..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that

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

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

Thanking you,

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

**ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION** {to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-7: DECLARATION BY BIDDER** {to signed by selected bidder}

**{To be submitted by the bidder only on his Letter Head duly signed by Authorized Signatory}**

I/ We declare that I am/we are OEM/ Authorized Dealer for which I/ We have quoted.

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

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-8: MANUFACTURER’S AUTHORIZATION FORM (MAF)** {to be filled by the OEMs}

**(Indicative Format)**

To,

{Procuring Entity},

\_\_\_\_\_

Subject: Issue of the Manufacturer’s Authorization Form (MAF)

Reference: NIB/ RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s \_\_\_\_\_} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

*{OEM will mention the details of all the proposed product(s) with their make/ model. This should be in sync with the overall proposed technical specification. Also, OEM shall provide to the bidder, the Compliance Sheets (duly supported by the datasheets) for all the products as per Technical Specifications mentioned in this bidding document.}*

We undertake to provide OEM Warranty for the offered Software/hardware, as mentioned in the warranty clause of this bidding document.

We hereby confirm that the offered Hardware/ Software, as mentioned above, is complying to the respective technical specification mentioned in tender.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next three years from the date of bid submission.

We undertake that offered Hardware/ Software, as mentioned above, by the bidder for back to back service, support, spares, updates and patches for the entire period of contract (3 years) as mentioned in the bidding document.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: \_\_\_\_\_

Seal:

## ANNEXURE 9-LIST OF BANK'S BRANCHES

LIST OF BRANCH OFFICE				
Sr. No.	Name of Branch	Branch code	Address	PINCODE
1	KISHANPOLE	22001	66, AKAR BAHWAN, KISHANPOLE BAZAR, JAIPUR	302002
2	BASSI	22003	BIDHAJI MANDIR ROAD, MAIN MARKET, BASSI, JAIPUR	303301
3	CHAKSU	22007	NILKANTH KANTAY KEY SAMNAY NEAR PNB BANK, CHAKSU, JAIPUR	303901
4	PHAGI	22008	MADHURAJPURA CHORAHA, IN FRONT OF PANCHAYAT SAMITI, PHAGI, JAIPUR	303005
5	SANGANER	22009	NEAR CTS BUS STAND, SANGANER, JAIPUR, RAJASTHAN	302029
6	BAGRU	22010	NEAR ROADWAYS BUS STAND, OPP BOB, BAGRU, JAIPUR, RAJASTHAN	303007
7	DUDU	22011	POST OFFICE-DUDU, OPP. FLYOVER, DUDU, JAIPUR, RAJASTHAN	303008
8	SAMBHAR	22012	DHAN MANDI, SAMBHAR LAKE, SAMBHAR, JAIPUR, RAJASTHAN	303604
9	RENWAL	22013	AGRAWAL DHARAM SHALA KE PEECHE, KUMAWAT MOHALLA, RENWAL (KISHANGARH), JAIPUR	303603
10	CHOMU	22014	CHOMU THANA MODE, MAIN SIKAR HIGHWAY, CHOMU, JAIPUR, RAJASTHAN	303702
11	SHAHPURA	22015	NEEM KA THANA ROAD, SHAHPURA, JAIPUR, RAJASTHAN	303103
12	VIRAT NAGAR	22016	ALWAR ROAD, VIRAT NAGAR, JAIPUR, RAJASTHAN	303102
13	POATA	22017	CHANDRA MAHAL HOTEL, DELHI BYPASS NH-8 BUS STAND POATA, JAIPUR, RAJASTHAN	303106
14	KOTPUTALI	22018	GORDHANPLAZA, KOTPUTALI JAIPUR, RAJASTHAN	303108
15	J RAMGARH	22019	OPP. POST OFFICE, JAMWARAMGARH, JAIPUR, RAJASTHAN	303109
16	JHOTWARA	22022	KALWAR ROAD, JHOTWARA JAIPUR, RAJASTHAN	302012
17	VAISHALI NAGAR	22023	F-1, NURSERY CIRCLE, VAISHALI NAGAR, JAIPUR, RAJASTHAN	302021
18	GOVINDGARH	22024	PURANA BUS STAND, GOVINDGARH, JAIPUR, RAJASTHAN	303712
19	JALSU	22025	NEAR POLICE CHOWKI, JALSU, CHOMU, JAIPUR, RAJASTHAN	303701
20	KOTKHAWDA	22026	MAIN MARKET, OPP. GOVT. HOSPITAL, KOTKHAWDA, CAKSHU, JAIPUR, RAJASTHAN	303908
21	TUNGA	22027	MAIN TUNGA ROAD, NEAR BUS STAND, TUNGA, BASSI, JAIPUR, RAJASTHAN	303302
22	COLLECTRATE	22028	COLLECTRATE PARISAR, GATE NO 3, BANIPARK, JAIPUR, RAJASTHAN	302016
23	HARMARA	22029	HARMARA, SIKAR ROAD JAIPUR NINDAR MOD, JAIPUR, RAJASTHAN	305812
24	TONK PHATAK	22030	P. N. 62, RAMPURAROOPA, TONK PHATAK, JAIPUR RAJASTHAN	302015
25	HEAD OFFICE	22099	F-1, NURSERY CIRCLE, VAISHALI NAGAR, JAIPUR, RAJASTHAN	302021



**ANNEXURE-10: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS**

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

To,

{Tendering Authority},

\_\_\_\_\_

Reference: NIT No. : \_\_\_\_\_ Dated: \_\_\_\_\_

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

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India. In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

**ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

- a. First Appellate Authority: Managing Director, The Jaipur Central Cooperative Bank Ltd.
- b. Second Appellate Authority: District Collector, Jaipur

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place .....

Date .....