

राजस्थान सरकार
पर्यटन विभाग,
खासा कोठी होटल परिसर, एम.आई.रोड, जयपुर

No.F15()IT/UPGD-COMP/DT/2015/ 9095

Dated: 8/7/15

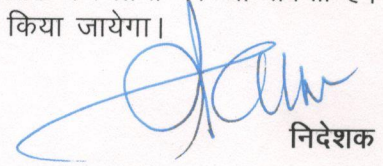
बोली आमंत्रण सूचना

इस विभाग में 11 कम्प्यूटरस्, 11 मल्टीफंक्शन लेजर प्रिन्टर एवं 11 यू.पी.एस. बायबैक के माध्यम से क्य किये जाने हैं, इस कार्य हेतु इच्छुक/अनुभवी प्राधिकृत वितरकों/डीलरों से मोहर बन्द बोलियों आमंत्रित की जाती हैं।

बोलियों विभाग द्वारा निर्धारित प्रपत्र में प्रस्तुत करनी होगी। निर्धारित प्रपत्र में भरी गई बोली के साथ बोलीदाता को विभाग द्वारा वॉछित सभी दस्तावेज, बोली की प्रतिभूति राशि रूपये 18000/- नकद/डिमाण्ड ड्राफ्ट/बैंकर चेक के रूप में तथा बोली-प्रपत्र शुल्क रूपये 500/- जमा करने का प्रमाण जमा कराना आवश्यक होगा। डिमाण्ड ड्राफ्ट/बैंकर चेक "निदेशक, पर्यटन विभाग" के नाम देय होना चाहिये।

बोली-प्रपत्र बिक्री की अन्तिम तिथी 29-07-2015 को सायं 1:30 बजे तक है। बोलीदाता पूर्णतः भरे गये बोली-प्रपत्र दिनांक 29-07-2015 को सायं 3:00 बजे तक कार्यालय में जमा करा सकते हैं। बोली जमा कराने की अंतिम तिथी एवं समय तक प्राप्त समस्त बोलियों उसी दिन सायं 4:00 बजे उपस्थित बोलीदाताओं के समक्ष खोली जावेगी। निर्धारित तिथी एवं समय के पश्चात कोई भी बोली स्वीकार नहीं की जायेगी।

बोली-प्रपत्र कार्यालय समय में कार्यालय से अथवा विभागीय वेबसाइट www.rajasthantourism.gov.in अथवा www.sppp.rajasthan.gov.in, www.dipr.rajasthan.gov.in से डाउनलोड कर प्राप्त की जा सकती हैं। बोली-प्रपत्र शुल्क/ बोली की प्रतिभूति राशि के अभाव में बोली पर विचार नहीं किया जायेगा।


निदेशक

**Government of Rajasthan
Department of Tourism, Jaipur**

Hotel Khasa Kothi Campus, M I Road, Jaipur

Phone-91-141-5115100, Fax-91-141-5110593 website : www.rajasthantourism.gov.in

No.: F15()IT/UPGD-COMP/DT/2015/

Dated:

**Bid Form for Procurement of Eleven (11) Sets of Desktop Computers,
Multifunction Laser Printer & UPS Through Buyback**

A. Name of the Bidder: _____

B. Complete Address of the Bidder : _____

C. Name, Designation and Contact Details of the Authority : _____

D. Scope of Work (SoW):

1. Department of Tourism (DoT) have total 11 Desktop Computers (HCL Pentium-D), 11 Laser Printers (9 HP's 1022, 1 Canon LBP 3000 and 1 Canon LBP 1210) and 11 UPS of 0.6 KVA which are declared obsolete and almost unserviceable. In lieu of aforesaid items, DoT intends to Procure New 11 Desktop Computers, 11 Multifunction Laser Printers and 11 UPS having specifications as mentioned in Annexure "B" under buyback scheme.
2. The successful bidder have to take all aforesaid old articles in buyback and supply the new items of MNC or its equivalent quality brands in lieu of them having specifications as mentioned in Annexure "B".
3. The successful bidder shall arrange for supply of all the ordered items at the DoT stores along with delivery challan.
4. The successful bidder shall collect & take away all the old computers, laser printers and UPS under buy-back from DoT Stores and shall provide a receipt for the same to DoT Stores.
5. The hardware and software should be supplied with all the required installation material / accessories for proper installation.
6. The software (Operating System, Anti-Virus etc) supplied should include appropriate number of genuine OEM licenses (as applicable as per OEM licensing policy) under the name of "Director, DoT, Govt. of Rajasthan", media, manuals and OEM support, updates, patches, and errata for the entire warranty period of 3 years after successful commissioning.
7. DoT, upon receipt of delivery of all the ordered items, shall verify the same in accordance with the delivery challan and thereafter inspect all the supplied items to validate them in compliance with the work order.
8. The successful bidder shall install and configure all the supplied licensed software and SeCLAN/Wi-Fi connectivity on respective hardware, integrate other peripheral devices i.e. laser printer and UPS with Desktop Computer.
9. Upon successful installation of all the supplied Hardware / Software, the successful bidder shall submit the installation reports (in original) duly verified by the respective end-user where the Hardware / Software has been installed by him.

10. All the installed hardware / software would be deemed to have been commissioned only after submission of successful installation reports. The submission date of successful installation reports shall be marked as the starting date of warranty period of 3 years.
11. During the warranty period, the successful bidder shall provide comprehensive onsite support services for the installed hardware / software at designated locations. This involves comprehensive maintenance of all installed hardware / software and covered under the 3 year warranty including repairing, replacement of faulty parts, assemblies, sub-assemblies, spares, etc. with genuine OEM components to make the system functional.
12. The bidder would also be liable for providing onsite maintenance services for all the supplied items during the warranty period on receipt of complaint the firm shall attend the same within 48 hours. No any expenses shall be admissible on this account.
13. The successful bidder shall provide a telephone / mobile / helpdesk number and email address such that the end-user may report problems, if any, using any of the available methods.

E. Instructions and General Terms & Conditions for Bidder :

1. The bidders are strongly advised to read carefully each and every point of the tender document, ensure submission of all required documents/information and quote accordingly.
2. 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 (www.sppp.rajasthan.gov.in) and Departmental Web Portal (www.rajasthantourism.gov.in). The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
3. Last date and time for sale of Bid forms: Date : 29-07-2015 till 01:30 PM
4. Last date and time for receiveing of Bids: Date : 29-07-2015 till 03:00 PM
5. Date and time of Opening of Bids: Date : 29-07-2015 at 04:00 PM
6. Bid Form Fee of Rs. 500/- (Rupees Five Hindred Only) Deposited vide Cash Receipt/ Demand Draft/ Banker Cheque drawn on (name of the bank) No. Dated drawn on (name of the bank)
7. Bid Security of Rs. 18000/- (Rupees Eighteen Thousand Only) deposited vide Cash Receipt/ Demand Draft/ Banker Cheque drawn on (name of the bank) No. Dated
8. Demand Draft/Banker's Cheque for deposition of Bid Form Fee, Bid Security etc should be in the name of "Director, Department of Tourism" payable at Jaipur. The bid received without Bid Security and/or Bid Form Fee outrightly will be liable for rejection.
9. **Format, Signing and Submission of Bids :**
 - (i) Single stage and single part/cover system shall be followed for the bids.
 - (ii) Each and every page of the filled bid document and all the supporting documents attached herewith should be signed and sealed of authorized signatory.
 - (iii) Bidders must submit their filled bid document in a sealed envelop at "Director, Department of Tourism, Hotel Khasa Kothi Campus, M I Road, Jaipur-302001 (Rajasthan)".
10. **Bidder must ensure necessarily submission of the followings in a Single Cover Sealed Envelop :**
 - (i) Seal & Signed filled bid document

- (ii) Seal & Signed filled Financial Bid Form in prescribed format at Annexure "A" in a separate envelop marked "**Financial Bid Envelop**"
 - (iii) DD/BC/Cash Receipt for Deposition of Bid Form Fees of Rs. 500/-
 - (iv) DD/BC/Cash Receipt for Deposition of Bid Security of Rs. 18000/-
 - (v) Copy of Valid Registration Certificates or Certificates of Incorporation of the bidding entity/firm.
 - (vi) Copy of VAT/CST Registration No.
 - (vii) Copy of PAN Card
 - (viii) Copy of Latest Balance Sheet / PL Accounts / IT Return
 - (ix) Copy of Work Order/s or Agreement/s or Experience Certificat issued in favour of bidding entity by the Government/Public/Private Sector Department/ Institution for Supply and Maintenance of Computer Hardware and Software Articles and same have been executed successfully for the minimum value of Rs. 10 Lacs only
 - (x) Printed literature describing detailed specifications along with make and model of (MNC or its equivalent quality brands) New Computers, Multifunction Laser Printers and UPS offered/proposed for supply
 - (xi) Self Declaration Certificate as mentioned at Annexure-"C"
 - (xii) Certificate of Conformity - No Deviation as mentioned at Annexure-"D"
 - (xiii) Authorised Dealership/MAF Certificate as mentioned at Annexure-"E"/"F"
 - (xiv) Bank's Details for making payment through ECS (Submit cancelled cheque having in the name of the Firm)
11. **Period of validity of bids** : The rates quoted for Supplying of New Desktop Computers, Multifunction Laser Printers and UPS and Buyback of Old Desktop Computers, Laser Printers and UPS having specifications and other details as mentioned in Annexure "B" of this Bid Document would be valid for 3 months from the date of opening of bids. A bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
 12. All products quoted by the successful bidder must be associated with specific make and model number, item code and names and printed literature describing configuration and functionality should be submitted with bid document.
 13. **Alternative/Multiple brands/ makes/ models** shall not be considered at all. The bidder shall not quote for multiple brands/ make/ models but only one in the submitted bid and detailed specifications of the quoted make / model should be as mentioned in the Annexure "B" of the bid document. Bidder, if any, quoting multiple brands/ makes/ models in his bid, such bid may be liable for rejection by the Purchaser
 14. All rates quoted should be inclusive of all type of taxes, octroi and other expenditures.
 15. The bidder shall necessarily quote unit rate for each item to be taken in buyback, supply new one and its Net Difference. In case bidder fails to quote/fill all the rates as mentioned, the bid may be liable for rejection.
 16. **Changes in bidding document** : 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 :
 - a) 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.

- b) 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.
- c) 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.

17. Bid Security :

- (i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- (ii) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a) when the bidder withdraws or modifies its bid after opening of bids;
 - b) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c) when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - d) when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- (iii) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- (iv) No interest shall be payable on the bid security
- (v) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- (vi) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a) the expiry of validity of bid security;
 - b) the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c) the cancellation of the procurement process

18. Opening of Bids :

- (i) The bids shall be opened by the bid purchase committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- (ii) 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.
- (iii) The committee shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee and bid security;
 - b. bid is valid for the period, specified in the bidding document;

- c. bid is unconditional;
 - d. other conditions, as specified in the bidding document are fulfilled;
 - e. any other information which the committee may consider appropriate;
- (iv) 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 and bid security.
- (v) The Financial Bid cover shall be opened who fulfil the above conditions
19. **Selection Methode :** The selection method would be Least Cost Based Selection (LCBS) i.e. L1 basis of all items taken together.
20. **Evaluation of Bids by the Purchase Committee :**
- (i) 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.
 - (ii) The bid evaluation committee may request the bidder to submit the necessary information/documents within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - (iii) **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
 - (iv) The bids opened shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the submission of all required fees, documents/information and rates quoted against the criteria set out in the bidding document.
 - (v) 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 on the basis of necessary documents submitted and lowest rate quoted (L1) in evaluation of Bids and sign it.
21. **Negotiations :**
- (i) 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.
 - (ii) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
 - (iii) 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.

- (iv) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- (v) 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.
- (vi) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

22. Exclusion of Bids/ Disqualification :

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

23. Lack of competition :

- (i) 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

- (ii) 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.
- (iii) 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.
- (iv) 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

24. Acceptance of the successful Bid and award of contract :

- (i) 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.
- (ii) 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 of time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- (iii) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- (iv) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- (v) 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.
- (vi) 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.
- (vii) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- (viii) 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.
- (ix) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

25. **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
26. **Delivery, Installation & Commissioning :**
- (i) The delivery and successful installation period for successful bidder will be of 15 days after receiving of work order by the bidder.
 - (ii) The successful bidder shall arrange to supply, install and commission the ordered materials as per specifications within the specified period in the Department as mentioned in the work order.
27. 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.
28. **Recoveries from Supplier/ Selected Bidder :**
- (i) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
 - (ii) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
 - (iii) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
29. **Taxes & Duties :**
- (i) The TDS, Raj-VAT, etc., if applicable, shall be deducted at source from the payment to the successful bidder as per the law in force at the time of execution of contract.
 - (ii) 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.
 - (iii) 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.
 - (iv) Revision of taxes, if any and as applicable, shall be handled as per Clause "Change in Laws & Regulations" of this chapter.
 - (v) 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.
30. **Specifications and Standards :** All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the successfu bidder.
31. The goods will be delivered at the FOR destination in perfect condition.
32. **Liquidated Damages (LD) :**
- (i) In case of extension in the delivery/ installation period with liquidated damagethe recovery shall be made on the basis of following percentages of value of stores/items which the bidder has failed to supply/install/complete:-
 - delay up to one fourth period of the prescribed period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%

- (ii) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (iii) The maximum amount of liquidated damages shall be 10% of the contract value.
- (iv) 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.
- (v) 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

33. Settlement of Disputes:

- (i) If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
- (ii) All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

34. Warranty and on-site maintenance services :

- (i) The bidder must supply all items with comprehensive on-site warranty valid for Three Years for all items, after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the work order
- (ii) The bidder would also be liable for providing onsite maintenance services for all the supplied items during the warranty period on receipt of complaint the firm shall attend the same within 48 hours. No any expenses shall be admissible on this account.

35. Force Majeure :

- (i) The successful bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful 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.
- (iii) If a Force Majeure situation arises, the successful bidder shall promptly notify the DoT in writing of such conditions and cause thereof within 7 days of occurrence of such event. Unless otherwise directed by DoT, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- (iv) 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 30 days, either party at its option may terminate the contract without any financial repercussion on either side.
- (v) In case a Force Majeure situation occurs with the DoT, the DoT may take the case with the successful bidder on similar lines.

36. Termination for Default :

- (i) The procuring entity may, without prejudice to any other remedy for breach of contract, by written notice of default of at least 30 days sent to the successful bidder, terminate the contract in whole or in part: -
 - a) If the successful bidder fails to deliver any or all quantities of the goods / service within the time period specified in the contract, or any extension thereof granted by DoT; or
 - b) If the successful 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 successful bidder, in the judgement 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 successful bidder commits breach of any condition of the contract.
- (ii) If DoT 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.

37. Payment Terms and Schedule : Payments to the successful bidder, after successful completion of the specified deliverables & related services as per SoW, would be made as under: -

Srl.	Milestone	Deliverables	Payable Amount
1	Implementation Phase	<ul style="list-style-type: none">• Submission of Receipt of old computers, printers & UPS under buy-back• Delivery Challan & Successful Installation Report for New Computers, MF Laser Printers and UPS Signed by Concerned Section Officer Incharge of DoT	95% of total value of actual items delivered
2	Warranty Support Services for a period of 3 Years	<ul style="list-style-type: none">• Submission of Annual Maintenance Report	Remaining 5% of total value of actual items commissioned in 3 equated yearly installments over a period of 3 years i.e. 1.66% per year

- (i) Any liquidated damages/penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- (ii) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.
- (iii) The successful 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.

- (iv) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the successful bidder, subject to successful execution of work to the satisfaction of the purchaser.
- (v) The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.
- (vi) All remittance charges will be borne by the successful bidder.
- (vii) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

38. Service Level Standards / Requirements/ Agreement

Mean Time to Resolve a reported complaint	Penalty to be deducted from yearly payable amount
Within 48 hours of lodging the complaint	NIL
>48 hours of lodging the complaint	0.2% of the value of the item for every 24 working hours past after expiring of 48 working hours of lodging the complaint
Note: Maximum applicable penalty / damages shall not exceed 1.66% of the total order value in a year. In the event of any two such consecutive years where the maximum penalty is imposed on the successful bidder, the event shall be treated as breach of contract by DoT.	

- 39. Delivery of all 11 sets of the Old and New Computers, Laser Printers and UPS will be provided by both parties (Successful Bidder and Department of Tourism) in the Department of Tourism Head office Jaipur.
- 40. Buyback items would be on "As is Where is Basis". The bidders may inspect the old items in any working day before depositing the bids.
- 41. The successful bidder shall not assign or sublet his work order / contract or any substantial part thereof to any other agency.
- 42. Conditional bid or the bid with counter condition will not be considered.
- 43. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 44. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 45. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 46. The bidder shall be responsible and bound to follow all Terms & Conditions of this Bid Document and Agreement to be done.
- 47. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Signature & Seal of the Bidder
Name : _____
Designation : _____

Government of Rajasthan
Department of Tourism

Financial Bid Form for Procurement of 11 Sets of Desktop Computers, Multifunction Laser Printer & UPS Through Buyback

Name & Address of the Bidder : _____

Contact Details (Tel./Mobile/E-mail Id) : _____

Important Note :

1. The rates quoted would be inclusive of Rajasthan VAT/Service Tax and all other applicable taxes, octroi and expenditures.
2. The rates quoted would be valid for next 3 months from the date of opening of bid.

Srl	Details & Tot. Qty. of Items to be taken by Bidder in Buyback		Unit Rate (Rs.)	Total Amt. (Rs.)	Details (Make, Model & Specifications) & Tot. Qty. of Items to be Supplied by the Bidder		Unit Rate (Rs.)	Total Amt. (Rs.)	Net Diff. of Unit Rate (Rs.)	Net Diff. of Total Amt. (Rs.)
(A)	(B)	(C)	(D)	(E)= (C)*(D)	(F)	(G)	(H)	(I)= (G)*(H)	(J)= (H)-(D)	(K)= (I)-(E)
1	HCL Pentium-D Desktop Computer Set	11			<u>Desktop Computer Set :</u> Make : Model : Specs.: As per Annexure "B"	11				
2	HP Laser Printer 1022	9			<u>Multifunction Laser Printer:</u> Make :	9				
	Canon Laser Printer LBP 1210 / 3000	2			Model : Specs.: As per Annexure "B"	2				
3	UPS 0.6 KVA	11			<u>UPS-800VA :</u> Make : Model : Specs.: As per Annexure "B"	11				

Seal & Signature of the Bidder

Annexure – 'B'

Specifications of the Desktop Computers, Multi Function Laser Printers and UPS to be taken in Buyback and Supplied New in lieu of Old by the Bidder

Srl	Specifications, Make, Model and Quantity of Existing Item to be taken in Buyback	Minimum Specifications & Quantity of the New Items to be Supplied in lieu of Old																														
1	<u>Buyback of Old Desktop Computers (Qty.-11) :</u> HCL Pentium-D CPU - 2.8 GHz, RAM - 512 MB / 1 GB, HDD – 80/120 GB, LCD Monitor, CD/DVD ROM Drive	<u>Supply of New Desktop Computers (Qty.- 11) :</u> <table border="1" data-bbox="576 472 1484 1081"> <tr><td>Processor</td><td>4th Generation Intel Core i-5 Processor</td></tr> <tr><td>RAM</td><td>8 GB DDR3 1600MHz</td></tr> <tr><td>HDD</td><td>1TB 7200RPM SATA Hard Drive</td></tr> <tr><td>Monitor</td><td>Min. 18.5" LED/TFT Color Monitor or Higher</td></tr> <tr><td>Video Card</td><td>Min. 1 GB DDR3 or Higher</td></tr> <tr><td>Optical Drive</td><td>16X DVD Read and Write Drive</td></tr> <tr><td>KBD</td><td>Standard OEM USB Key Board</td></tr> <tr><td>Mouse</td><td>OEM 2 Button USB Optical Scroll Mouse</td></tr> <tr><td>Speakers</td><td>USB Stereo Speakers</td></tr> <tr><td>Ports</td><td>Front – 2 USB 2.0, Mic & Headphone Jacks Rear – 2 USB 3.0, 4 USB 2.0, HDMI, VGA, RJ-45 (10/100/1000 Ethernet)</td></tr> <tr><td>Wireless</td><td>Wireless-N @2.4GHz + Bluetooth 4.0</td></tr> <tr><td>Networking</td><td>10/100/1000 on board intg. Network Port</td></tr> <tr><td>O.S.</td><td>Windows 8.1 SL (64 Bit) English or Higher</td></tr> <tr><td>Antivirus</td><td>Quick Heal Total Security (validity for 3 Years)</td></tr> <tr><td>Warranty</td><td>3 Years</td></tr> </table>	Processor	4 th Generation Intel Core i-5 Processor	RAM	8 GB DDR3 1600MHz	HDD	1TB 7200RPM SATA Hard Drive	Monitor	Min. 18.5" LED/TFT Color Monitor or Higher	Video Card	Min. 1 GB DDR3 or Higher	Optical Drive	16X DVD Read and Write Drive	KBD	Standard OEM USB Key Board	Mouse	OEM 2 Button USB Optical Scroll Mouse	Speakers	USB Stereo Speakers	Ports	Front – 2 USB 2.0, Mic & Headphone Jacks Rear – 2 USB 3.0, 4 USB 2.0, HDMI, VGA, RJ-45 (10/100/1000 Ethernet)	Wireless	Wireless-N @2.4GHz + Bluetooth 4.0	Networking	10/100/1000 on board intg. Network Port	O.S.	Windows 8.1 SL (64 Bit) English or Higher	Antivirus	Quick Heal Total Security (validity for 3 Years)	Warranty	3 Years
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Antivirus	Quick Heal Total Security (validity for 3 Years)																															
Warranty	3 Years																															
2	<u>Buyback of Old Laser Printer (Total Qty.-11) :</u> (i) HP-1022 (9) (ii) Canon LBP-1210/3000 (2)	<u>Supply of New Multifunction Laser Printer – 4 in 1 (Print, Scan, Copy, Fax) Mono : (Total Qty. – 11) :</u> <table border="1" data-bbox="576 1081 1484 1525"> <tr><td>Printing Speed</td><td>Min. 20 PPM (A4 Size)</td></tr> <tr><td>Print Quality Black</td><td>Min. 600 X 600 dpi</td></tr> <tr><td>Processor</td><td>Min. 600MHz</td></tr> <tr><td>RAM</td><td>Min. 128MB</td></tr> <tr><td>Flatbed Scanner</td><td>Min. 1200 dpi</td></tr> <tr><td>Duplex Printing</td><td>Manual (Driver Support Provided)</td></tr> <tr><td>Copier Reduce/Enlarge</td><td>25 to 400%</td></tr> <tr><td>Duty Cycle</td><td>Upto 8000 Pages (Monthly, A4)</td></tr> <tr><td>Others</td><td>Hi-Speed USB 2.0 Port, Built in Ethernet Network Port</td></tr> <tr><td>Warranty</td><td>3 Years</td></tr> </table>	Printing Speed	Min. 20 PPM (A4 Size)	Print Quality Black	Min. 600 X 600 dpi	Processor	Min. 600MHz	RAM	Min. 128MB	Flatbed Scanner	Min. 1200 dpi	Duplex Printing	Manual (Driver Support Provided)	Copier Reduce/Enlarge	25 to 400%	Duty Cycle	Upto 8000 Pages (Monthly, A4)	Others	Hi-Speed USB 2.0 Port, Built in Ethernet Network Port	Warranty	3 Years										
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Others	Hi-Speed USB 2.0 Port, Built in Ethernet Network Port																															
Warranty	3 Years																															
3	<u>Buyback of Old UPS - 600VA (Total Qty.-11) :</u>	<u>Supply of New UPS - 800VA (Total Qty. – 11) :</u> Putput Power Capacity – 800VA, Input & Output Voltage – 230V, Line Interactive, Input voltage adjustable range – 160 – 300V, Battery Backup – Upto 30 Minutes, Interface Port – USB Warranty : 3 Years																														

Signature & Seal of the Bidder

ANNEXURE-C: SELF-DECLARATION

{to be filled by the bidder}

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus,
M. I. Road, Jaipur

Dear Sir,

In response to the NIB Ref. No. F15()IT/UPGD-COMP/DT/2015/..... dated June 2014 for Procurement of Eleven (11) Sets of Desktop Computers, Multifunction Laser Printer & UPS Through Buyback, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

ANNEXURE-D : CERTIFICATE OF CONFORMITY - NO DEVIATION

{to be filled by the bidder}

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus,
M. I. Road, Jaipur

Subject : Certificate of Conformity - No Deviation

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

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

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

ANNEXURE-E: DECLARATION BY BIDDER

{to signed by selected bidder}

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus,
M. I. Road, Jaipur

Subject : Declaration by Bidder

I/We declare that I am/we are Bonafide/Manufacturers/Whole Sellers/Sole distributor/ Authorised dealer/Dealers/Sole selling/Marketing agent in the Goods/Stores/Equipment 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: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

ANNEXURE-F: MANUFACTURER'S AUTHORIZATION FORM (MAF)
{to be filled by the OEMs for all the items marked in Bill of Material}

(Indicative Format)

To,
Director,
Department of Tourism,
Hotel Khasa Kothi Campus,
M. I. Road, Jaipur

Subject: Issue of the Manufacturer's Authorisation Form (MAF)
Reference: NIB Ref. No. F15()IT/UPGD-COMP/DT/2015/..... dated

Dear 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 _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} 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.}

We undertake to provide OEM Warranty & Support for the offered Hardware/ Software, as mentioned above, for 3 Years.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 3 months from the last date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 3 years from the last date of bid submission.

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

(Authorized Signatory)
Name, Designation & Contact No.:
Address: _____
Seal: