

RFP for Supply and Installation of Electrical items for establishing electrical connectivity
at bank's ATM KIOSK at 11 Railway Stations of Jaipur Division

The Rajasthan State Cooperative Bank Ltd.
(RSCB)

Request for proposal for Supply and Installation of Electrical items for establishing
electrical connectivity at bank's ATM KIOSK at 11 Railway Stations of Jaipur Division

RFP for Supply and Installation of Electrical items for establishing electrical connectivity at bank's ATM KIOSK at 11 Railway Stations of Jaipur Division

RSCB/ATM Kiosk/20-21/02 dated 4.12.2020

Mode of Bid Submission	Through offline mode
Procuring Authority	General Manager (Administration) The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Bid Amount (Estimated Procurement Cost)	Rs.5.31Lakhs (Inclusive of GST)
Bid Security and Mode of Payment	Bid Security is Rs.5,310/- Bid Document fee is Rs.500/-
Bid Fee	<u>The above total payment of Bid Security, Bid Document Rs.5,810/- has to be deposited through Demand Draft in favour of The Rajasthan State Co-operative Bank Ltd. payable at Jaipur or through RTGS/NEFT compulsorily. The RTGS/NEFT account details of the bank is as under:-</u> Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 91242100999 Branch: Head Office IFSC Code: RSCB0000001 Scanned copy of the demand draft or RTGS/NEFT UTR receipt has to be submitted along with the technical bid.
Start date and time of sale/download of Bid	4.12.2020, 10.00 AM
Last date and time of sale/download of Bid	14.12.2020, 1.00 PM
Last Date of submission of Bid with Bid Security	14.12.2020, 1.00 PM
Opening of Technical bid	14.12.2020, 3.00 PM
Name of Bidding Company/ Firm:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile no.	
Telephone no. / Fax no.	
Website / e-mail	

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Abbreviations and Definitions

ACT	RTPP Act
Rules	RTPP Rules
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)	A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
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, RSCB 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 commissioning of the project.
Day	A calendar day as per GoR/ Gol.
RSCB	The Rajasthan State Co-operative Bank Ltd., Jaipur
DCCB	District Central Co-operative Bank
FOR/FOB	Free on Board or Freight on Board
FIU	Financial Intelligence Unit – India
Gol/GoR	Govt. of India/ Govt. of Rajasthan
NABARD	National Bank for Agriculture and Rural Development

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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
Lol	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

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Project Site	Wherever applicable, means the designated place or places
PSD/SD	Performance Security Deposit/ Security Deposit
Purchaser/ Biding 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. RSCB in this RFP document
SMS	Short Message Service- Push & Pull.
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

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1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

Bid No. RSCB/ATM Kiosk/20-21/02 dated 4.12.2020

Name and Address of procuring entity	The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Name and address of Procurement Officer	General manager (Administration) The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Subject matter of procurement	Supply & Installation of Electrical items for establishing electrical connectivity at bank's ATM KIOSK at 11 Railway Stations of Jaipur Division
Bid procedure	Single Stage Two Part Open competitive Bidding: Technical Bid & Financial Bid
Bid evaluation criteria (Selection method)	Technically Qualified bidder shall be selected on Lowest Cost Based Selection (LCBS) i.e. L1 bidder
Website for downloading Bidding Document, Corrigendum's Addendums etc.	https://rscb.org.in , https://sppp.rajasthan.gov.in/ .
Estimated Procurement Cost	Rs.5.31 Lakhs (Inclusive of GST)
Bid Security and Mode of Payment	Bid Security is Rs.5,310/- Bid Document fee is Rs.500/-
Bid Fee	<u>The above total payment of Bid Security & Bid Document Rs.5,810/- has to be deposited through Demand Draft in favour of The Rajasthan State Co-operative Bank Ltd. payable at Jaipur or through RTGS/NEFT compulsorily. The RTGS/NEFT account details of the bank is as under:-</u> Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 91242100999 Branch: Head Office IFSC Code: RSCB0000001

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	Scanned copy of the demand draft or RTGS/NEFT UTR receipt has to be submitted along with the technical bid.
Start Date and Time of downloading bid and End Date and Time for uploading bid.	10.00 AM, 4.12.2020 to 1.00 PM, 14.12.2020 DGM(EDP), The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Date/ Time/ Place of opening Technical Bid	3.00 PM, 14.12.2020 The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Bid Validity	180 days from bid submission deadline

General Manager (Administration)
The Rajasthan State Co-operative Bank Ltd.
Jaipur (Rajasthan)

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2. PROJECT PROFILE & BACKGROUND INFORMATION

The Rajasthan State Co-operative Bank intends procurement & installation of following electrical items with one year warranty for establishment of electrical connectivity at bank's ATM KIOSK at 11 Railway Stations.

1	PVC meter box double door'
2	RCBO 63 A, 30 miliampere (double door)
3	MCCB 63A 4 pole C Curve
4	MS Box feeder pillar with stand
5	Earthing GI
6	A1 Armoured size 4 x 16 mm ² cable laying - (400 sq. ft. approx)

3. QUALIFICATION/ ELIGIBILITY CRITERIA

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 A partnership firm registered under Indian Partnership Act, 1932. OR Firms registered under Limited Liability Partnership Act OR Proprietary Firm	Copy of valid registration certificates/ Copy of Certificates of incorporation
2	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder during last three financial years i.e. from <u>FY 2017-18, 2018-19 & 2019-20</u> should be at least Rs.15.93 Lakhs	Balance Sheet, P&L and CA certificates of three years i.e. 2017-18, 2018-19 & 2019-20. 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 31/03/2019, should be Positive	Balance Sheet of last three years and CA Certificate with CA's Registration Number/ Seal

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4	Tax registration and clearance	<p>The bidder should have a registered number of</p> <p>i. GST</p> <p>ii. CGST/SGST/IGST where his business is located</p> <p>iii. Income Tax / Pan number.</p> <p>The bidder should have cleared his CGST/SGST/IGST dues up to 30.06.2018</p>	<p>Copies of relevant certificates of registration</p> <p>CGST/SGST/IGST clearance certificate from the Commercial Taxes Officer of the Circle concerned</p>
5	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. d) comply with the code of integrity as specified in the bidding document.</p>	<p>A Self Certified letter as per Annexure-3: Self Declaration</p>

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6	Offices	The bidder should have permanent office in India with easy access. The bidder should have branch/ service centers in Rajasthan.	Attach list of offices
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4. SCOPE OF WORK, DELIVERABLES AND TIMELINES

Supply & Installation of the following electrical items at 11 Railway stations :-

1. PVC meter box double door'
2. RCBO 63 A, 30 miliampere (double door)
3. MCCB 63A 4 pole C Curve
4. MS Box feeder piller with stand
5. Earthing GI
6. A1 Armoured size 4 x 16 mm² cable laying (400 sq. ft. approx)

The list of Railway stations is as under

S. No.	Station	Proposed Location
1	Banasthali	Circulating Area – Main Entry
2	Chauth Ka Barwara	Circulating Area – Main Entry
3	Dausa 1	Circulating Area – Main Entry
4	Dausa 2	Circulating Area – Main Entry
5	GandhiNagar 1	Circulating Area – Main Entry
6	Jagatpura	Circulating Area – Main Entry
7	Jaipur 1	Circulating Area – Main Entry
8	Jaipur 2	Circulating Area – 2 nd Entry
9	Jaipur 3	Circulating Area – 2 nd Entry
10	Kanakpura	Circulating Area – Main Entry
11	Khairthal	Circulating Area – Main Entry

5. User Acceptance Test & Project Deliverables,

S. No.	Milestone	Timeline
1	Supply & Installation of the electrical items (as per the Bill of Material) at 11 Railway Stations	15 days

6. Payment Terms & Conditions

S. No.	Milestone	Payment
1	Supply & Installation of the electrical items (as per the Bill of Material) at 11 Railway Stations	100% payment

7. INSTRUCTION TO BIDDERS (ITB)

1) **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.raj.nic.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.**

2) Bidder shall seal and sign each page of the bid and submit with technical bid.

3) Bid Security

Every bidder, participating in the procurement process will be required to furnish the bid security as specified in the NIB. There is no exemption for payment of Bid Security on any category.

a) Bid security instrument (Pay Order/Demand Draft/ Bank Guarantee of a scheduled bank) shall necessarily accompany the technical bid.

b) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

c) The bid security may be given in the form of a Pay Order, Demand Draft or Bank Guarantee of a scheduled bank. The bid security must remain valid for 30 days beyond the original or extended validity period of the bid.

d) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security. While amount of bid security of successful bidder is adjusted in performance security amount.

e) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

i. when the bidder withdraws or modifies its bid after opening of bids;

ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;

iii. 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;

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- iv. comply terms and conditions and obligations of the service contract/Bid document/SLA
- v. in the event RSCB Ltd., Jaipur coming to know at any time that any wrong information in respect of the contract is provided by the bidder in the offer, then RSCB may solely at its discretion, reject the offer and invoke the Bank guarantee or forfeit the earnest money deposit, furnished by the bidder.
- vi. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- vii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- g) No interest shall be payable on the bid security.
- h) Bid Security of successful bidder will be refunded after the completion of the complete project.

4) Downloading Bid documents

The sale of bidding documents shall be commenced and stopped as per details mentioned in NIT. The prospective bidders shall be permitted to download the bidding document from the website and enclose DD while submitting the Bid to the procuring entity or make payment of bid security and bid fee through RTGS/NEFT.

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.

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- 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. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- 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. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

7) Format & Signing of bids

- a) Bidders must submit their bids offline to bank as per the timelines given in bid document.
- 8) All the documents uploaded should be digitally signed with the DSC of authorized signatory who has been authorized by the bidder firm to sign the bid
- 9) All the documents uploaded should be signed and sealed on each and every page.
 - a) 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
 - b) The technical bid shall consist of following documents:

S. No.	Document type	Document format	Marked as Annexure
	Fee Details		

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1. Bidding document Fee (Bid Fee), 2 Bid Security.	Instrument/ Proof of submission of Bid Fee - Rs.500 Bid Security of Rs.5,310/-	Annexure A
Eligibility Documents	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	

c) Financial bids shall be as per Annexure 6.

10) 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.

11) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

12) Deadline for the submission of Bids

a) Bids shall be received online 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 the www.rscb.org.in, 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

13) Withdrawal, Substitution, and Modification of Bids

Bids withdrawn shall not be opened and processes further.

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14) Opening of Bids

- a) The Bids shall be opened by the RSCB 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 RFP.
- 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, bid security 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, 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.

15) Selection Method:

Technically Qualified bidder shall be selected on Lowest Cost Based Selection (LCBS) i.e. L1 bidder

16) Clarification of Bids

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- 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.

17) 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.

c. 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.

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d. 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.

e. 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.

b) 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 nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

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

d) 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.

e) 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.

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f) 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.

18) 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.

19) Correction of Arithmetic Errors in Financial Bids

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

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- 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.

20) Comparison of rates of firms

All financial bids must be submitted with all inclusive prices.

21) 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

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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.

22) 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.

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be communicated to the concerned bidder.

23) 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;

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- 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.

24) 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.

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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 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.

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.

i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance securities obtained.

25) Information and publication of award

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

26) 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.

27) 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. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:

a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

b. 50% of the value of goods or services of the original contract.

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28) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder.
- b) The amount of performance security shall be 2.5% 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 for bid security;
 - 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.

29) 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

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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.

30) 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

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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.

31) 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.

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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: -

- i. exclusion of the bidder from the procurement process;
- ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- iii. forfeiture or encashment of any other security or bond relating to the procurement;
- iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;]
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

32) 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.**

33) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;

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- 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.

34) Sub-Contract is not allowed.

8. 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.

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- 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

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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 or Association

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

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

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- 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/solution that is likely to be declared as End of Sale and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted software. If any of the software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.
- d) All solutions shall be IPv6 enabled and compliant.

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.

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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 RSCB.

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 RSCB as per prevailing rates.

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- 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.

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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 software/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 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/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 RSCB 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 – Repeat Orders

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. Repeat orders may also be placed on the rate and conditions given in the bidding document. 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

Payment will be made after completion of supply & installation of electrical items at 11 Railway Stations & submission of original invoice (in two copies) in specified format

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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

All disputes pertaining to the Contract shall be decided as per the provision of Arbitration & Conciliation act, 1996. The decisions of Chairman/Administrator, RSCB shall be final and binding to all. All disputes shall be subject to Jaipur Jurisdiction only.

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: -

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- 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 RSCB in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RSCB, 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 RSCB, the RSCB 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 should 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.

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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 RSCB 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 RSCB; 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 RSCB 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

RSCB 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 RSCB.

c) Termination for Convenience

RSCB, 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

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- 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 RSCB 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 Licenses under the name of the department as desired by the procuring entity during the exit management period.
- iii. RSCB 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 RSCB 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 RSCB or its nominated agencies.
 - b. All title of the assets to be transferred to RSCB 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

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over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RSCB.

d. That the products and technology delivered to RSCB 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 RSCB. Supplied software & documents etc., used by selected bidder for RSCB shall be the legal properties of RSCB.

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

i. The selected bidder will allow RSCB 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 RSCB 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. RSCB 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 RSCB or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RSCB 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 RSCB 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 RSCB or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RSCB 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 RSCB or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RSCB or its nominated agencies, or its replacement operator (as the case may be).

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v. Before the expiry of the exit management period, the selected bidder shall deliver to RSCB 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 RSCB 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 RSCB 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 RSCB 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 RSCB 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

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- 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 RSCB 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 RSCB 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 RSCB 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) Warranty:

All items shall be supplied with a warranty of one year from the date of installation. During warranty period the items shall be replaced & installed free of cost.

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ANNEXURE-1: BILL OF MATERIAL (BoM)

S. No.	Item Description – Supply & Installation of following electrical items	Qty.	Compliance Yes / No	Make & Model
1	PVC meter box double door'	11		
2	RCBO 63 A, 30 miliampere (double door)	11		
3	MCCB 63A 4 pole C Curve	11		
4	MS Box feeder pillar with stand	11		
5	Earthing GI	11		
6	A1 Armoured size 4 x 16 mm ² cable laying - (400 sq.ft. approx.)	11		
7	Installation of items 1 to 6 at each location of Railway Station	11		-

The articles should be branded, shall be of the standard make and industry specifications. The above requirement is tentative, actual payment will be done on actual usage basis.

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ANNEXURE-2: 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:

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ANNEXURE-3: 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 NoDated 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 RSCB, 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:

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ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring entity},

CERTIFICATE

This is to certify that, the specifications of Equipments/items 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:

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ANNEXURE-5: DECLARATION BY BIDDER {to signed by selected bidder}

I/ We declare that I am/we are authorized suppliers of electrical items 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:

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Annexure 6: FINANCIAL BID FORMAT

S. No.	Item Description – Supply & Installation of following electrical items	Qty.	Unit price	GST	Total Unit Price (inclusive of all taxes)	Total price for all Units (inclusive of all taxes)
(1)	(2)	(3)	(4)	(5)	(6) = (4)+(5)	(7) = (3) x (6)
1	PVC meter box double door'	11				
2	RCBO 63 A, 30 miliampere (double door)	11				
3	MCCB 63A 4 pole C Curve	11				
4	MS Box feeder piller with stand	11				
5	Earthing GI	11				
6	A1 Armoured size 4 x 16 mm ² cable laying - (400 sq.ft. approx.)	11				
7	Installation of items 1 to 6 at each location of Railway Station	11				

The above requirement is tentative, actual payment will be done on actual usage basis.

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CHECKLIST – Mandatory Documents for Submission

S. No.	Document type	Document format		
1.	1. Bidding document Fee (Bid Fee), 2. RISL Processing Fee (e-Procurement), 3. Bid Security.	Instrument/ Proof of submission of <table border="1" style="width: 100%;"> <tr> <td>Bid Fee - Rs.500.00</td> </tr> <tr> <td>BID SECURITY of Rs.5,310/-</td> </tr> </table>	Bid Fee - Rs.500.00	BID SECURITY of Rs.5,310/-
Bid Fee - Rs.500.00				
BID SECURITY of Rs.5,310/-				
2.	Bidder's Authorization Certificate	As per Annexure-2		
3.	Eligibility Criteria documents	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility		
4	Certificate of Conformity/ No Deviation	As per Annexure-4		
5	Declaration by Bidders	As per Annexure-3 & 5		
6	BoQ	BoQ as per the financial bid format in Financial Bid only		