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# Request for Proposal (RFP) Document for Selection of Vendor for supply of Laptops throughout the State of Rajasthan

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## RajCOMP Info Services Limited (RISL)

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## Request for Proposal (RFP) Document for Selection of Vendor for supply of Laptops throughout the State of Rajasthan

[Reference No. F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012]

<b>Mode of Bid Submission</b>	Online through e-Procurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Tendering Authority/ Purchaser</b>	Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
<b>Date &amp; Time of Pre-bid meeting</b>	09/01/2013 at 3:00 PM
<b>Last Date &amp; Time of Submission of Bid</b>	12/02/2013 at 5:00 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	13/02/2013 at 4:00 PM

**Cost of Tender Document: Rs. 5000 (Rupees Five Thousand only)**

**e-Tender processing fee: Rs. 1000/- (Rupees One Thousand Only)**

<b>Name of the Bidding Company/ Firm:</b>			
<b>Contact Person (Authorised Bid Signatory):</b>			
<b>Correspondence Address:</b>			
<b>Mobile No.</b>		<b>Telephone &amp; Fax Nos.:</b>	
<b>Website &amp; E-Mail:</b>			

### RajCOMP Info Services Limited (RISL)

1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)  
Phone: 0141-4031900, 5103902 Fax: 0141-2228701  
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**ABBREVIATIONS & DEFINITIONS**

<b>Authorised Signatory</b>	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.
<b>BB</b>	Battery Backup
<b>Bidder</b>	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the Bid. Also called offeror or quoter.
<b>BoD</b>	Board of Directors
<b>CMC</b>	Contract Monitoring Committee
<b>Contract</b>	"The Contract" means a legally enforceable agreement entered into between RISL and the selected bidder(s) with mutual obligations.
<b>Contract/ Project Period</b>	The Contract / Project Period shall be completion of 12 Months of Warranty & Support Services from the date of acceptance of the delivery of the Laptop by the concerned District Education Officer or Authorized Representative from Department of Education, GoR or RISL at the District location for the corresponding Lot as specified in the Scope of Work of the RFP document.
<b>Day</b>	"Day" means a calendar day as per GoR/ GoI.
<b>DeitY, GoI</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>EMD</b>	Earnest Money Deposit
<b>ETDC</b>	Electronic Testing & Development Centre
<b>ERTL</b>	Electronics Regional Test Laboratories
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
<b>ICT</b>	Information and Communication Technology
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>Li-Ion</b>	A lithium-ion battery (sometimes Li-ion battery or LIB) is a family of rechargeable battery types in which lithium ions move from the negative electrode to the positive electrode during discharge, and back when charging
<b>ML</b>	Manufacturing License
<b>NIT</b>	Notice Inviting Tender
<b>OEM</b>	Manufacturer of Laptop
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement Committee
<b>PQ</b>	Pre-Qualification
<b>Project Site</b>	"The Project Site", wherever applicable, means the designated place or places
<b>PSD/ SD</b>	Performance Security Deposit

<b>Purchaser/ Tendering Authority</b>	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. RISL in this RFP document.
<b>RFP</b>	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
<b>RISL</b>	RajCOMP Info Services Limited
<b>RJ-45</b>	RJ45 is a type of registered jack. As a registered jack, telephone RJ45 specifies the physical male and female connectors as well as the pin assignments of the wires in a telephone cable.
<b>Services</b>	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
<b>SLA</b>	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.
<b>State Government</b>	Government of Rajasthan.
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Inspection Agency
<b>USB</b>	Universal Serial Bus (USB) is a specification to establish communication between devices and a host controller (usually a personal computer), which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order
<b>Working Day</b>	A Working Day from 09:30 AM to 06:00 PM except Rajasthan Government Holidays.

### **Chapter 1: INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)**

- 1) RISL invites electronic bid (eBid) proposals from reputed, competent and professional Information Technology (IT) Firms, who meet the minimum eligibility criteria as specified in this bidding document for **“Supply of Laptops throughout the State of Rajasthan”**, as detailed in the section titled "scope of work" of this RFP document.
- 2) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) A single-stage two envelope selection procedure shall be adopted.
- 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and EMD should be submitted physicaly at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 7) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 8) Bidders are also advised to refer “Bidders Manual Kit” available at eProc website for further details about the e-tendering process.
- 9) Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  
e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 10) Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/ bidding document, is scheduled as per the details specified in Notice Inviting Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
- 11) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
- 12) RISL disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

**NOTICE INVITING TENDER-NIT****NIT No. F3.3 (10)/RISL/PUR/2012/7689****Dated: 21.12.2012**

RajCOMP Info Services Limited (RISL) on behalf of "Department of Education" invites electronic bids/proposals (eBids) from the eligible bidders for the **Supply of Laptops for students for Department of Education.**

<b>Nature of the Project</b>	<b>Supply of Laptops for students for Department of Education</b>
<b>Cost of Tender Document (non-refundable)</b>	Rs. 5000/- (Rupees Five Thousand Only)
<b>RISL Processing Fee (non-refundable)</b>	Rs. 1000/- (Rupees One Thousand Only)
<b>Estimated Project Cost</b>	Rs. 246.00 Crores (Rupees Two Hundred and Forty Six Crores Only)
<b>Earnest Money Deposit (EMD)</b>	Rs. 4.92 Crores (Rupees Four Crores and Ninety Two Lac Only)
<b>Publishing Date/Time</b>	22.12.2012 at 4.00 PM
<b>RFP Download Start Date/Time</b>	28.12.2012 at 4.00 PM onwards
<b>Date, Time &amp; Venue of Pre-Bid Meeting</b>	09.01.2013 at 3.00 PM  Board Room RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, B-Scheme, Jaipur (Rajasthan)
<b>Bid submission Start Date/Time</b>	16.01.2013 at 5.00 PM onwards
<b>RFP Download End Date/Time</b>	12.02.2013 at 4.00 PM
<b>Bid submission End Date/Time</b>	12.02.2013 at 5.00 PM
<b>Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*</b>	13.02.2013 at 3.00 PM
<b>Technical Bid Opening Date/Time</b>	13.02.2013 at 4.00 PM
<b>Financial Bid Opening Date/Time</b>	Will be intimated later to the Technically qualified bidders
<b>Websites for downloading Tender Document, Corrigendum's, Addendums etc.</b>	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://www.doitc.rajasthan.gov.in">http://www.doitc.rajasthan.gov.in</a> <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a>
<b>Bid Validity</b>	120 Days from the last date of bid submission
* In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and RISL Processing Fee up to 03.00 PM on 13.02.2013, its Bid shall not be accepted. The Banker's Cheque/Demand Draft/ Bank Guarantee should be drawn in favour of "Managing Director, RajCOMP Info Services Limited" payable at "Jaipur" from any Scheduled Commercial Bank.	
<b>Date: 21.12.2012</b>	<b>Managing Director RajCOMP Info Services Limited (RISL) Jaipur (Rajasthan)</b>

## **Chapter 2: PROJECT PROFILE**

The Government of Rajasthan has decided to implement the scheme of distribution of Laptops free of cost to meritorious students studying in various Secondary and Senior Secondary Government Schools / Government aided Schools. The Laptops will be procured in a transparent manner through a competitive bidding process following the procedures stipulated in the Rajasthan Transparency in Public Procurement Act 2012 and Rules thereon. Selected bidder(s) would be required to provide warranty Support and Repairing services to the supplied Laptops through Service Support Centres / Resident Engineers in all the 33 Districts across Rajasthan.

In this regard, RajCOMP Info Services Limited (RISL) would like to invite bids from qualified Bidders to supply 112000 Laptops as per the "Delivery Schedule" given in Chapter 4 and providing 12 Months of Warranty & Support Services from the date of acceptance of the delivery of the Laptop by the concerned District Education Officer or Authorized Representative from Department of Education, GoR or RISL at the District location.

### **1. Project Overview**

This scheme is being implemented in pursuance of Hon. CM Budget announcement for providing 56000 Laptops under the state government's Rajiv Gandhi Digital Vidhyarthi Yojana Scheme for the year of 2012-13 and another 56000 Laptops under the state government's Rajiv Gandhi Digital Vidhyarthi Yojana Scheme for the year of 2013-14 to all meritorious students in Rajasthan. Hence the Govt of Rajasthan is keen in promoting ICT across the State and decided to distribute total 112000 (One Lakh and Twelve Thousand) Laptops to all meritorious school students under the state government's Rajiv Gandhi Digital Vidhyarthi Yojana, which is one of the important scheme of State Government of Rajasthan for enhancement of use of information technology in the field of education.

The selected bidder(s) shall be responsible for manufacturing, supply, testing, quality inspection, delivery of the laptops and provide warranty & support services for the requisite quantity of Laptops as per the scope of work during the entire project / contract period of the Agreement. The Bidder shall also be responsible for loading and installing any educational content provided by RISL / Department of Education to the Laptops before offering the same for Pre-delivery Inspection / Delivery. The soft copy of the educational content shall be provided by RISL / Department of Education before signing of the Agreement.

#### **1.1. Objective of the project:**

To enhance, improve and facilitate the learning process of the bright and meritorious students through the use of Information and communication technologies. The Laptops will allow the students to access various educational course materials available on web, advanced and in-depth study in various subjects of their interest and to learn the developments in the area of science, technology etc. across the world using internet, share their experience with other students / teachers and hence improve the education quality in the state. Ensure higher learning process and improving the quality of overall Elementary, Secondary and Higher Secondary Education in Rajasthan.



**CHAPTER 3: ELIGIBILITY CRITERIA**

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>1. The bidder should be a company registered under Indian Companies Act, 1956 on or before 1<sup>st</sup> April 2008.</p> <p>2. The Bidder shall be an OEM. In the alternative, an OEM may authorize its one (01) and only one (01) Partner to bid. In case both of them bid, the bid of the OEM will only be considered and the bid of the partner will be rejected out rightly.</p>	<p>1. Copy of Certificate(s) of incorporation</p> <p>2. Authorization Certificate from OEM (in case of partner)</p>
2.	Turnover	Annual Turnover from IT / ITeS of the bidder during each of the last three financial years, i.e., 2009-2010, 2010-2011 and 2011-12 (as per the last published audited balance sheets), should be at least Rs. 200 Crores (Two Hundred Crores only).	CA Certificate with CA's Registration Number and Seal indicating total turnover from IT/ ITeS of the bidder in given 3 years.
3.	Net Worth	The net worth of the bidder in the last financial year, i.e. 2011-2012, should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last
4.	Laptop Sales in India	<p>The OEM should have sold average 50000 (Fifty Thousand or more) Laptops in India during last three (03) calendar years i.e. from 1st January 2010 till 31st December 2012</p> <p style="text-align: center;"><b>OR</b></p> <p>The OEM should have sold average 50000 (Fifty Thousand or more) Laptops in India each year during the last three financial year i.e. 2009-2010, 2010-2011 and 2011-2012</p>	Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM clearly specifying year wise sales of laptops in India.
5.	Tax registration and clearance	The Bidder should have a registered number of i. VAT/Sales Tax where his business is located	<p>- Copies of relevant registration certificates</p> <p>- Valid VAT clearance certificate</p>

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		ii. Service Tax iii. Income Tax / PAN / TIN number. The bidder should have cleared his VAT dues to the State Government of Rajasthan, if applicable	from the CTO of the circle concerned
6.	Blacklisting	A bidder is not eligible to participate in this project while under sanction by RISL. Similarly, at the time of bidding, the firms black-listed / debarred in participating in any procurement activities for fraudulent or corrupt practices by any State or Central Government or UT in India are not allowed to bid	A Self Certified letter as given in the Annexure-6
7.	Service Support Centre	1. The bidder should have Service Support Centre / Resident Engineers available at all 33 Districts across the State of Rajasthan 2. If the Bidder does not have any operational Service Support Centre / Resident Engineer in any district, the bidder shall submit an undertaking to establish Service Support Centres / appoint and deploy Resident Engineers in all 33 Districts within 30 days from the Date of Issue of Work Order and before signing of Agreement.	Details / Undertaking for setting-up Service Support Centres / deployment of Resident Engineers in Rajasthan as per Annexure- 17

#### **CHAPTER 4: SCOPE OF WORK**

- 1) The selected bidder is expected to carry out all activities covering Supply including delivery and documentation, Testing, Quality Inspection in coordination with RISL / Department of Education and other stakeholders of the project.

Detailed scope of work for the project is as given below:

**a) Supply and Delivery of Laptops, Backpacks and all other accessories :** The selected bidder shall:

- i. Supply all the required quantities of Laptops with backpack carry bags, as mentioned in the BOM given in Annexure-1, and having the specifications and all other accessories (including Adapter, Battery etc. as mentioned in the Specifications provided in Annexure-2 titled "Technical Specifications") at the 33 District headquarters in the State of Rajasthan at the location and in quantities as specified by RISL/ Department of Education, GoR
- ii. Conduct 100% Quality inspection and testing and ensure that each and every laptop complies to the specifications given in Annexure-2 and ensure that there should not be any physical damage(s) and shall contain all the required laptop accessories before declaring the laptop as "Ready for delivery"

**b) Comprehensive OEM Warranty and support services:** The Successful bidder shall:

- i. Provide comprehensive OEM warranty and support services through the designated Support Service Centres / Resident Engineers available at all the 33 Districts and the Helpdesk to be set-up for this purpose for the period mentioned in Annexure-1 (Bill of Material) for the laptops (excluding the carry bags). The warranty shall start from the Date of delivery and acceptance of the Laptops.
- ii. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres / Resident Engineers during the warranty period
- iii. Provide warranty on supplied software media should be atleast 90 days.

**c) Help Desk Setup:**

- A Helpdesk shall be set-up for facilitating and monitoring of warranty services provided by the successful bidder through the service support centres / Resident Engineers.
- Whenever any user / student notices any defect in his / her laptop, the user/student will visit the authorized Service Support centre / Resident Engineer (as per the contact address provided by the Bidder) at the District level with the laptop and report the defect. The user / student shall afford all reasonable opportunity for the authorized support service centre to inspect such defects. The Service Centre/ Resident Engineer shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications, at no cost to the Purchaser and user/student on the same day and return the laptop to the user / student.
- In case the defect is not rectified by the Service Centre Representative / Resident Engineer and / or the laptop/part is retained by the Service Support Centre / Resident Engineer, the

problem will be logged at the Helpdesk and a ticket number shall be generated by the Helpdesk. While generating the ticket, the Helpdesk shall also capture contact information of the user / student like his /her Mobile Number / eMail ID to intimate the Student after resolving the incident post repair or replacement (if applicable).

- This ticket number will be provided to the student for tracking the status of his / her laptop. The laptop will be expeditiously got corrected / repaired / replaced as per the service levels defined in the clause titled “SLA adherence during Warranty and Support Services”.

The Bidder shall:

- i. Establish a 2 seater Help Desk (expandable as per need) with Toll-Free number facility at RISL premises in Jaipur within 1 month from the date of the work order. The Bidder shall co-ordinate with the telecom service provider (identified by RISL) and obtains the Toll-Free number in the name of RISL. The Help Desk services shall operate 6 working days a week from 9:30 A.M. to 6:00 P.M. excluding Rajasthan Government Holidays. The primary responsibility of the Help Desk representatives would include the following:
  - Provide necessary telephonic support in Hindi / English to all the users / students facing issues related to non-timely support / service from the Bidder’s Service support centres / Resident Engineers deployed by the Bidder
  - Register the defects reported at any of the service support centre / Resident Engineer in system, generate ticket number and take steps to resolve the complaint and inform the user/complainant and / or take feedback from the user / complainant
  - Regular updation and maintenance of user call details and details of tickets generated and complaints resolved and submit reports to RISL on monthly / quarterly basis, as may be decided
- ii. Provide laptop(s) / PC(s) to the service agents
- iii. Develop a web based application to monitor user calls (in consultation with RISL), complaints and suggestions

## 2) Roles and Responsibilities

### A. Rajcomp Info Services Ltd. (RISL): RISL shall

- i. Provide necessary working space, furniture, electricity, internet connectivity at Free of Cost to facilitate the bidder in setting-up the Helpdesk.
- ii. Pay Rs. 10000/- per seat per month (excluding Service Tax) to the successful bidder.
- iii. Pay the cost of taking connection for Toll-Free number as well as the recurring rent and call charges for the Toll-Free numbers.
- iv. Co-ordinate with Department of Education and facilitate in organizing Post-Delivery Inspection.
- v. Conduct Pre-Delivery Inspection (in case decided to do so) within 3 days of intimation received from the Bidder

- vi. Provide details with respect to the delivery destination at each district, like Location address, contact person / district education officer's name, and contact number of the Concerned RISL / Department of Education representative.
- vii. Alongwith DoIT&C and/or Department of Education officials, conduct Post-Delivery Inspection after delivery of a complete lot of the laptops at each District.
- viii. Facilitate in getting the test report from the selected Testing Agency.

**B. Department of Education (DOE):** Department of Education shall

- i. Nominate of a Nodal officer to co-ordinate with RISL / DoIT&C for successful execution of the project
  - ii. Verify and sign the Delivery Challan received from the Bidder after completion of Post-Delivery inspection
  - iii. Provide details with respect to the delivery destination at each district, like Location address, contact person / district education officer's name, and contact number
- 3) **Delivery Schedule:** The Bidder shall ensure that all the required quantities of the ordered Laptops are supplied and delivered to the desired location(s) as per the schedule given below:

Sl. No.	Identification Lot	Quantity to be Delivered (in %age)	Delivery Schedule in Calendar Days
1.	Lot-1	25%	Within 45 Days from the Date of Work Order
2.	Lot-2	25%	Within 60 Days from the Date of Work Order
3.	Lot -3	33%	Within 90 Days from the Date of Work Order
4.	Lot -4	17%	Within 120 Days from the Date of Work Order

- Details of exact location for delivery at the District Headquarter shall be provided by RISL/ Department of Education, GoR to the successful bidder prior to signing the agreement.

## **CHAPTER 5: INSTRUCTION TO BIDDERS AND BIDDING PROCESS**

1. **Sale of Tender/ Bidding Document:** The complete bidding document would be available on the websites for the period as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender/ bidding document while submitting the ebids.
2. **Clarifications to the Bidding/ Bid Document:**
  - a. If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the NIT.
  - b. The Tendering authority/ Procurement Committee will respond, either in writing or will upload the details on the websites mentioned in the NIT, to any request for clarification, provided that such request is received no later than 1 day after the Pre-bid Meeting. All the prospective bidders must submit the prescribed Tender Fee before submitting any such requests to the Tendering authority.
  - c. The Tendering authority shall forward copies of its response to all Bidders who have purchased the Bidding Document directly from it and shall also place it on the eProc website, including a description of the inquiry but without identifying its source.
  - d. Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.
  - e. Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.
3. **Pre-bid Conference/ Meeting:**
  - a. The bidder or its official representative (not more than two representatives per bidder) is invited to attend the pre-bid meeting as per the details specified in NIT. The objective of this meeting is to address the generic queries of the prospective bidders related to the Project/ bidding document.
  - b. Only the bidders/ firms, who have purchased the bidding document from the office of the RISL or have deposited the prescribed tender fee, are allowed to attend the pre-bid conference/ meeting and submit their pre-bid queries in the specified format as per Annexure-3. Bidders having purchased the bidding document are welcome to attend the pre-bid meeting, even if they do not have any specific queries. Tendering authority shall respond to the queries of only those bidders who have purchased the bidding document till the day of pre-bid meeting or within 1 Day after the Pre-bid meeting.
  - c. As a result of discussions in the pre-bid conference, if modifications in the bidding document, specifications of services and/ or goods are considered necessary, they may be done by issuing an addendum/ corrigendum and its copies shall be sent through Email/ post to all the bidders

having purchased the bidding document. The corrigendum/ addendum and the Final bidding document will be placed on the websites as specified in the NIT.

- d. The tendering authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

#### 4. Amendment of Bidding Document-

- a. At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addendum.
- b. Any Corrigendum/ Addendum issued shall be a part of the Bidding document and shall be communicated to all, either in writing or by uploading the details on the websites mentioned in the NIT, who have purchased the Bidding document and on the websites specified in NIT.
- c. To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.
- d. Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIT.

#### 5. Documents comprising the Bid-

- a. A Single stage-Two envelope/ cover system shall be followed for the bid:
- I. Technical bid                      II. Commercial bid
- b. Technical bid shall include the following documents:

SNo.	Documents Type	Document Format
1.	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
<b>Fee Details</b>		
2.	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque
3.	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
4.	EMD	Scanned copy of bank guarantee
<b>Pre-Qualification Documents</b>		
5.	Tender Form	as per Annexure-4
6.	Bidder's Authorisation Certificate	as per Annexure-5
7.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
<b>Technical Documents</b>		
8.	Certificate of Conformity/ No-Deviation	as per Annexure-7
9.	Manufacturer's Authorization Format	as per Annexure-13
10.	Laptop Test report for the laptop model proposed to be supplied by the bidder	To be Issued by Third party Inspection Agency (STQC, ERTL, ETDC)
11.	Undertaking of Authenticity of Laptops and Allied Equipments	On non judicial stamp paper of Rs. 100 as per Annexure-8

12.	Financial Bid Undertaking	as per Annexure-9
13.	Components Offered	as per Annexure-12
14.	Compliance Sheet for the supplied items	Compliance sheet as per Annexure 2 from OEM on their letterheads.
Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted only on e-procurement website as per the BoQ template.		

c. Commercial bid shall include the following documents:

SNo.	Documents Type	Document Format
1.	Price Bid	As per Annexure-10

d. The Bidder shall submit Laptop test report for the proposed Laptop model. The submitted Laptop Test Report shall not be dated more than four (04) months prior to the last date of submission of Bids. It shall be in accordance with the Technical Specifications as mentioned in Annexure-2 and be done by any one of the below mentioned Testing Agencies:

- I. Standardization, Testing and Quality Control (STQC)
- II. Electronics Testing and Development Centre (ETDC)
- III. Electronics Regional Test Laboratory (ERTL)

e. The bidder shall ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

f. RISL is not in favour of seeking additional documents and / or clarifications from the bidders after the last date of bid submission. Hence, the bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place.

#### 6. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 7. Language of Bids:

The eBid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 8. Bid Prices:

- a. The price/ financial bid must be specified in the BoQ file available at eProc and without changing its form and type.
- b. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, unless specifically asked for separately or excluded. Revision in taxes/ duties including VAT and Service



Tax shall be on account of the tendering authority if they have been asked for separately in the financial bid and are not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately or have not been specifically excluded, any benefit or additional cost will be on account of the bidder.

- c. All the prices should be quoted only in Indian Rupees (INR) Currency.
- d. Prices/ Rates shall be written both in figures and words, as applicable.
- e. All rates quoted must be FOR destination/ site where the laptops are to be delivered, and should include all incidental charges except Central/ Rajasthan VAT, which should be shown separately in the Financial/ Commercial bid format only. In case of local supplies the rates should include all taxes, etc., and RISL will not pay any cartage or transportation charges.
- f. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever, except in case of revision of VAT / Service Tax as indicated in (ii) above.
- g. The prices quoted by the Bidder in the Financial/ Commercial bid shall conform to the requirements specified therein.
- h. All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the financial bid shall be assumed not to be included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bidding document.
- i. The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price.
- j. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the tendering authority. This shall not in any way limit the tendering authority's right to contract on any of the terms offered:
  - For Goods offered from within/ outside the country.
  - For Related Services whenever such Related Services are specified in the bidding document.

**9. Period of Validity of Bids:**

- a. Bids shall remain valid for the period of 120 days, as specified in NIT, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
- b. In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

**10. Earnest Money Deposit (EMD):**

- a. Every bidder, if not exempted, participating in the bidding process must furnish the required earnest money deposit as specified in the Notice Inviting Tender (NIT).
- b. EMD of a bidder lying with RISL in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.
- c. Form of EMD: The EMD may be deposited in the form of a Bank Guarantee (Unconditional & Irrevocable) in favour of "Managing Director, RajCOMP Info Services Limited" payable at "Jaipur". The EMD shall be valid for the period of Bid Validity as mentioned in the NIT. The same shall be payable at par at "Jaipur".
- d. Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the PSD.
- e. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
  - i. When the bidder withdraws or modifies his bid proposal after opening of bids.
  - ii. When the bidder does not execute the agreement after placement of order within the specified time.
  - iii. When the bidder fails to commence the supply of the goods and service as per purchase/ work order within the time prescribed.
  - iv. When the bidder does not deposit the security money after the purchase/ work order is placed.
  - v. To adjust any dues against the firm from any other contract with RISL.

**11. Deadline for the submission of Bids:**

- a. Bids must be submitted by the bidders online at eProc website as indicated in the NIT of subsequent Corrigendums, if any.
- b. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by Managing Director, RISL and due publicity to such change in date of submission of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.
- c. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

**12. Format and Signing of Bid:**

- a. The bid forms/templates/annexures etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of

acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the authorised person, accompanied with a board resolution, in case of a company/power of attorney as per Annexure-5.

- b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized pers on signing the bid.
- c. The bid, duly signed (digitally) by authorised signatory, should be uploaded on the eproc portal in respective file/ format.
- d. Bidders must submit their bids online at eproc portal. Bids received by another other means shall not be accepted.
- e. If bids are not submitted as per the details mentioned in this bidding document and eProc website, the tendering authority shall reject the bid.

**13. Withdrawal and Re-submission (Substitution) of Bids:**

- a. If permitted by the tendering authority, a Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section “Bidder’s Manual Kit”.
- b. Bids withdrawn shall not be opened and processed further.

**14. Bid Opening/ Opening of Tenders:**

- a. The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- b. The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- c. All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Procurement Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at eProc website.
- d. All the documents comprising of technical bid/ cover shall be opened & downloaded from the eProc website (only for the bidder’s who have submitted the prescribed fee(s) to RISL).
- e. All the technical bid covers, except the Commercial/ Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the RISL processing fee, tender fee, EMD and any other details as the tendering authority may consider appropriate.
- f. The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and EMD. The bidder’s representatives who are present shall be required to sign the attendance sheet.
- g. The Commercial/ Financial 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:** The selection method is Least Cost Based Selection (LCBS or L1).

**16. Guiding Principles for Evaluation of Bids:**

- a. The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

- b. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.
- c. A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP
- d. A responsive bid would be the one that meets the requirements of the bidding document without 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.
- e. A material deviation, reservation, or omission is one that,
  - i. if accepted, would: -
    - affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
    - limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
  - ii. if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- f. Provided that a bid is substantially responsive, the tendering authority -
  - may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
  - may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
  - shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

**17. Evaluation of Technical Bids:**

- a. The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid including the pre-qualification documents and Sample
- b. Technical Evaluation Criteria – Bid shall be technically evaluated based on the documents submitted by the bidder as asked in the clause "Documents comprising the bid", compliance of sample laptops and laptop test report with respect to technical specifications submitted by the bidder
- c. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification", and shall be informed, either in writing or by uploading the details

on the websites mentioned in the NIT, about the date, time and place of opening of their financial bids

- d. The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best value / successful bidder.

#### **18. Evaluation of Financial Bids**

- a. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at eProc website.
- b. The process of opening of financial bids/ covers shall be similar to that of technical bids.
- c. The names of the firms and the rates given by them shall be read out and recorded in tender opening register.
- d. To evaluate a bid, the tendering authority shall consider the following: -
- i. the bid price as quoted in accordance with bidding document.
  - ii. price adjustment for correction of arithmetic errors in accordance with bidding document.
- 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.
- f. Treatment of CenVAT/ VAT etc. would, however, be as per Clause "Comparison of Rates of firms outside and those in Rajasthan" below.

#### **19. Clarification of Bids**

- a. To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the NIT.
- b. Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority 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 tendering authority in the evaluation of the Commercial/ Financial Bids.

#### **20. Correction of Arithmetic Errors-** Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors on the following basis:-

- i. 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 tendering authority 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;
- ii. 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
- iii. 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 (i) and (ii) above.

- 21. Comparison of Rates of firms outside and those in Rajasthan:** While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central VAT shall be included in the rates of firms outside Rajasthan. In such case, if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower (excluding element of Rajasthan Sales Tax) than the price of firm outside Rajasthan (including element of Central Sales Tax), the commodity shall be purchased from the firm in Rajasthan.
- 22. Margin of Preference/ Price Preference:** No margin of preference/ price preference shall be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan.
- 23. Comparison of bids and determination of the best value bid:** The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFP.
- 24. Negotiations:**
- a. As a general rule, negotiations after opening of financial bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as: -
    - i. when ring prices have been quoted.
    - ii. When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
  - b. Negotiations shall not make original offer of the bidder(s) ineffective.
  - c. Negotiations shall be conducted with the best value bidder only and by an information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency, the tender sanctioning PC may reduce the notice period for negotiations provided the bidder receives the information regarding holding negotiations.
  - d. In case the best value bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning PC may decide to make a written counter offer to the best value bidder. If the best value bidder does not accept the counter offer given by the PC, the PC may recommend rejecting the bid or may repeat the process to make the same counter offer to second best value bidder and so on to third, fourth best value bidder, etc. till a bidder accepts it.
- 25. Division of Quantities among more than One Bidder at The Time of Award:**
- After determination of the best value bid, all the responsive and eligible bidders shall be asked to match the best value (L1) bid. If one (01) or more of such bidders match the best value (L1) bid, order will be placed by splitting the total required quantity among the best value bidder and one bidder who matches the best value (L1) bid, provided that no order will be placed on any bidder whose original bid value is higher than the original bid value of a bidder who has matched the best value (L1) bid. The ratio of the splitting shall be **65:35** amongst the two (02) selected bidders, with the higher share to the original best value (L1) bidder and the remaining share to the other selected bidder.

In case no other eligible and responsive bidder matches the best value (L1) bid, the order for the total required quantity shall be placed to the best value (L1) bidder.

**26. Disqualification:**

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

- i. Has not submitted the bid in accordance with the bidding document.
- ii. Has submitted bid without submitting the prescribed Tender Fee, RISL Processing Fee, EMD or the Bidder's authorisation certificate/ Power of Attorney.
- iii. Has imposed conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted prices.
- v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. Has failed to provide clarifications related thereto, when sought.
- vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification

**27. Acceptance of the Tender/ Bid and Notification of Award:**

- a. Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder(s), in writing, that its bid has been accepted.
- b. The tendering authority shall award the Contract to the bidder whose proposal/ bid has been determined to be the best value bid.
- c. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- d. As soon as a bid is accepted by the tendering authority, its written intimation would be sent to the concerned bidder(s). If the issuance of formal Work Order is likely to take time, a Letter of Intent (LOI) may be sent in the meanwhile. In the same intimation the bidder(s) may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.
- e. The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder(s).
- f. The acceptance of the bid shall also be placed on website of RISL for general information to all.
- g. The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder(s) is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

**28. Confidentiality:**

- a. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

- b. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing

**29. Conflict of Interest:**

- a. RISL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of RISL's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, RISL will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
- b. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
- c. It may be considered to be in a conflict of interest with one or more parties in the bidding process if
  - i. they have controlling shareholders in common; or
  - ii. it receives or have received any direct or indirect subsidy from any of them; or
  - iii. they have the same legal representative for purposes of the Bid; or
  - iv. 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 Bidder, or influence the decisions of the tendering authority regarding this bidding process.

**30. Tendering authority's Right to Accept/ Reject any or all of the Bids:** The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

**31. Right to Vary Quantities:**

- a. At the time the Contract is awarded, the quantity of Goods and Related Services originally specified in the bidding document may be increased or decreased but without any change in the unit prices or other terms and conditions of the bid and the bidding document.
- b. If the work order is placed up to 100% in excess of the quantities mentioned in the bidding document, the bidder(s) shall be bound to meet the required supply.
- c. If the tendering authority does not purchase any of the tendered articles or purchases less than the quantity indicated in the bidding document, the bidder(s) shall not be entitled to claim any compensation.



**32. Repeat Orders:**

- a. Repeat orders may also be placed with the consent of the supplier/ selected bidder(s) on the rates and conditions given in the bidding document. In such a case, the delivery/ completion period will also be proportionately increased.

**33. Signing of Contract:**

- a. Promptly after notification of award, the tendering authority shall send to the successful bidder(s) the Contract Agreement including "Special Conditions of Contract".
- b. Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the tendering authority, the successful bidder(s) shall sign, date, and return the Contract Agreement to the tendering authority.

**34. Performance Security Deposit (PSD):**

- a. Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder(s) shall furnish the Performance Security Deposit (PSD).
- b. Failure of the successful bidder(s) to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

**35. Reservation of Rights:** To take care of unexpected circumstances, RISL reserves the rights for the following: -

- a. Extend the closing date for submission of the bid proposals.
- b. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
- c. Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.
- d. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.
- e. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- f. Seek the advice of external consultants to assist RISL in the evaluation or review of proposals.
- g. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- h. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

**36. Monitoring of Contract:**

- a. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority to monitor the progress of the contract during its delivery period.
- b. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained

continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

- c. If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder(s) to speed up the delivery.
- d. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e. No new partner/ partners shall be accepted in the firm by the selected bidder(s) in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f. The selected bidder(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

## **CHAPTER 6: TERMS AND CONDITIONS OF TENDER & CONTRACT**

### **Definitions-**

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

- a) For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -
- b) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder(s), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. "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(s) 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(s) to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder(s) 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(s) is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, warranty support and other similar obligations of the successful/ selected bidder(s) 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(s).
- k) "Supplier/ Successful or Selected bidder(s)" 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(s).
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

### **A) General Conditions of the Bid-**

#### **1. Income Tax and VAT Registration and VAT Clearance Certificate-**

No Dealer who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, Gol and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The VAT Registration Number should be quoted and a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of

submission of bid shall be submitted without which the bid is liable to rejection. The bidder quoting Rajasthan VAT should have valid VAT registration in the state of Rajasthan and he should mention the same VAT registration number in the bid document.

**2. 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.

**3. 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(s) and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**4. Language-**

- a. The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder(s) 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(s) shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**5. Eligible Goods and Related Services-**

- a. For purposes of this Clause, the term "goods" includes all of the commodities, raw material, machinery and equipment, and/or other materials; and "related services" includes services such as insurance, warranty support and other similar obligations of the successful/ selected bidder(s) under the Contract

- b. Laptops being bid should be the ones which are produced in volume and are used by a large number of users in India/ abroad. Laptops quoted by the successful/ selected bidder(s) must be associated with `specific make and model numbers, 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.
- c. The OEM/ Bidder of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- d. The OEM/ Bidder of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e. Bidder must quote products in accordance with above clause "Eligible goods and related services".

**6. Notices:**

- a. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

**7. Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

**8. 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(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Sale for twelve months and End of Service/ Support for twenty four months from the date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the bidder(s) shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

**9. Delivery-**

- 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(s) 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(s) of being heard and recording the reasons for repudiation.

- c. The Supplier/ selected bidder(s) shall arrange to supply the ordered materials/ system as per specifications within the specified delivery/ completion period at various offices/ locations mentioned in the bidding document and/ or contract.
- d. Shifting the place of delivery destination: RISL/Department of Education shall be free to shift the place of delivery within the same district. The successful/ selected bidder(s) shall provide all assistance including transportation in shifting of the delivered Items.

**10. Supplier's/ Selected bidder's Responsibilities:** The Supplier/ Selected bidder(s) 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.

**11. Purchaser's Responsibilities:**

- a. Whenever the supply of goods and related services requires that the Supplier/ Selected bidder(s) obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected bidder(s), make its best effort to assist the Supplier/ Selected bidder(s) 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.

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

**13. 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 unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.
- c. The balance, if any, shall be demanded from the Supplier/ Selected bidder(s) and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

**14. Taxes & Duties:**

- a. The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected bidder(s) as per the law in force at the time of execution of contract.
- b. The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.

- c. For goods supplied from outside India, the successful/ selected bidder(s) shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- d. For goods supplied from within India, the successful/ selected bidder(s) shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- e. Revision in VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder(s). Revision of any other tax or duty shall be on account of the bidder(s).
- f. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder(s) in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder(s) to benefit from any such tax savings to the maximum allowable extent.

### **15. Performance Security Deposit (PSD):**

- a. In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the PSD.
- b. The successful/ selected bidder(s) shall, within fifteen (15) days of the notification of Contract award, provide a PSD 5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- c. The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder(s) failure to complete its obligations under the Contract.
- d. Form of PSD: Successful bidder will have to deposit PSD in the form of Bank Guarantee (Unconditional & Irrevocable) in favour of "Managing Director, RajCOMP Info Services Limited" payable at "Jaipur".
- e. Refund of PSD: PSD shall be refunded after one (01) month of the successful completion of the contract period i.e. one (01) month after expiry of "Warranty and Support Services" of all the Laptops.
- f. Forfeiture of PSD: PSD shall be forfeited in the following cases:-
  - i. When any terms and condition of the contract is breached.
  - ii. When the Supplier/ Selected bidder(s) fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
  - iii. To adjust any dues against the firm from any other contract with RISL.
- g. No interest will be paid by RISL on the amount of EMD and PSD.
- h. Proper notice will be given to the Supplier/ Selected bidder(s) with reasonable time before EMD/ PSD is forfeited.
- i. Forfeiture of EMD/PSD shall be without prejudice to any other right of RISL to claim any damages as admissible under the law as well as to take such action against the Supplier/ Selected bidder(s) such as severing future business relation or black listing, etc.

**16. Copyright:** The copyright in all drawings, source code, design documents, and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected bidder(s) herein shall remain vested in the Selected bidder(s), or, if they are furnished to the Purchaser directly or

through the Supplier/ Selected bidder(s) by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**17. Confidential Information:**

- a. The Purchaser and the Supplier/ Selected bidder(s) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The Supplier/ Selected bidder(s) may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected bidder(s) shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected bidder(s).
- c. The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected bidder(s) for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected bidder(s) shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d. The obligation of a party under sub-clauses above, however, shall not apply to information that:
  - i. the Purchaser or Supplier/ Selected bidder(s) need to share with Department of Education or RISL other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

**18. Sub-contracting:**

- a. The bidder(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority, except for the following:
  - Setting-up a helpdesk
  - Establishment of Service support centre / deployment of Resident Engineers
  - Transportation of the Items mentioned in the Annexure-1 to the destinations
- b. If permitted, the selected bidder(s) shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected bidder(s) from any of its obligations, duties, responsibilities, or liability under the Contract.
- c. Subcontracts shall comply with the provisions of bidding document and/ or contract



**19. Specifications and Standards:**

- a. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form 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/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder(s).
- b. Technical Specifications-
  - i. The Supplier/ Selected bidder(s) shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected bidder(s) 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.

**20. Packing and Documents:**

- a. The Supplier/ Selected bidder(s) shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.
- c. The Bidder(s) shall be responsible for any defect in packing and ensure the following:
  - i. The furnished Laptop should be Bubble Wrapped and then packed in the cardboard boxes of standard quality as followed by industry.
  - ii. The above Laptops shall be packed in cartons as per requirements of distribution to individual District locations / Institutions / District Education Officer's (DEO) office. The concerned list of DEO, contact address, telephone number etc. alongwith the individual supply quantity to each district location shall be provided by RISL/GoR to the selected

- bidder(s). Each carton shall be inscribed with the name of the District / concerned DEO / institution name to which it is to be supplied
- iii. The packed carton shall be sealed and preserved in the Bidder's / OEM's store location/ Godown/ Warehouse

### **21. Insurance:**

- a. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designates project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b. The goods will be delivered at the FOR destination in perfect condition.

### **22. Transportation:**

- a. The supplier/ selected bidder(s) shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder(s) shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b. All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

### **23. Inspection:**

- a. The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b. As and when a complete Lot is ready for delivery, the selected bidder(s) shall intimate RISL with a written intimation of atleast 03 days to conduct Pre-delivery Inspection. The supplier/ selected bidder(s) shall furnish complete address of the premises of his factory, office, go-down or workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c. RISL may conduct inspection for which the cost shall be borne by the RISL. RISL shall undertake the pre-delivery inspection of the Laptops in accordance to the standard procedures being followed by RISL in Quality Inspection. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected laptops, gaps identified and necessary corrective measurements required by the Bidder. If RISL takes more than 3 days to conduct the Pre-Delivery Inspection, the delay beyond 3 days shall not be taken into account for the purposes of imposing liquidated damages.
- d. RISL on its own discretion shall select laptop(s) on random basis which need to be thoroughly tested inspected by a Third Party Inspection Agency (TPA) appointed by RISL before delivery. The TPA shall be responsible to perform the pre-delivery inspection of the Laptops in accordance with Industry Standards. Only after the Third Party testing agency clears the lot shall be accepted

for delivery. If the TPA takes more than 7 days from the date of selection of laptops, the delay beyond 7 days shall not be taken into account for the purposes of imposing liquidated damages.

- e. After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and deliver the laptops at respective locations without any financial liability to the Purchaser.
- f. RISL along with DoIT&C and Department of Education representatives may conduct Post-Delivery Inspection. After completion of inspection, the Laptops shall be handed over by the successful bidder to the District Education Officer (DEO) or the officer nominated by Department of Education. The nominated by Department of Education shall provide the signoff on the delivery challan to the bidder.

#### **24. Inspection / Testing charges:**

- a. Inspection / Testing charges for engaging Third Party Agency (TPA) shall be borne by RISL.

#### **25. Rejection:**

- a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder(s) at his own cost within the time fixed by the Purchase Officer.
- b. If, however, due to exigencies of Department of Education's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder(s) 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 selected bidder(s) 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 supplier's/ bidder's/ selected bidder's risk and on his account.

#### **26. Extension in Delivery Period and Liquidated Damages (LD):**

- a. Except as provided under clause "Force Majeure", if the supplier/ selected bidder(s) fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder(s) shall arrange goods supply and related services within the specified period.
- c. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder(s).
  - i. The supplier/ selected bidder(s) shall request in writing to the purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but

before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

- ii. The purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
  - When delay has occurred due to delay by RISL or Department of Education in performing any of the duties to be performed by them as mentioned in the chapter titled "Scope of Work".
  - When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the Department of Education or RISL as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If Department of Education or RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder(s) has failed to supply or complete : -

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.

- ii. The maximum amount of liquidated damages shall be 10% of the desired Lot.
- iii. \*The percentage refers to the payment due for the associated milestone/lot.

### **27. Authenticity of Equipments-**

- a. The selected bidder(s) shall certify (as per Annexure-8) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder(s) shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder(s) shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

### **28. Patent Indemnity:**

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

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder(s), pursuant to the Contract.

- 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(s) a notice thereof, and the supplier/ selected bidder(s) 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(s) 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(s) in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder(s) for all reasonable expenses incurred in so doing.
- e. The Purchaser shall indemnify and hold harmless the supplier/ selected bidder(s) 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(s) 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.

**29.Limitation of Liability:** Except in cases of gross negligence or wilful 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(s) to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the supplier/ selected bidder(s) 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(s) to indemnify the Purchaser with respect to patent infringement.

**30.Change in Laws & Regulations:**

- a. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
- b. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

**31.Force Majeure:**

- a. The supplier/ selected bidder(s) shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder(s) 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(s). 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(s) shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder(s) 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 Department of Education or RISL, the Department of Education or RISL may take the case with the supplier/ selected bidder(s) on similar lines.

### **32.Change Orders and Contract Amendments-**

- a. The Purchaser may at any time order the supplier/ selected bidder(s) 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(s).
- 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(s) for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c. Prices to be charged by the supplier/ selected bidder(s) 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(s) for similar services.

### **33.Termination:**

#### **a. Termination for Default:**

- i. The tender sanctioning authority of RISL 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(s), terminate the contract in whole or in part: -
  - If the supplier/ selected bidder(s) fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or

- If the supplier/ selected bidder(s) fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - If the supplier/ selected bidder(s), in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - If the supplier/ selected bidder(s) commits breach of any condition of the contract.
- ii. If RISL 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:** RISL may at any time terminate the Contract by giving a written notice of at-least 30 days to the supplier/ selected bidder(s), if the supplier/ selected bidder(s) becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.
- c. Termination for Convenience:**
- i. RISL, by a written notice of atleast 30 days sent to the supplier/ selected bidder(s), 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(s) under the Contract is terminated, and the date upon which such termination becomes effective.
  - ii. Depending on merits of the case the supplier/ selected bidder(s) may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
  - iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
    - a. To have any portion completed and delivered at the Contract terms and prices; and/or
    - b. To cancel the remainder and pay to the supplier/ selected bidder(s) an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder(s).

### **34.Settlement of Disputes-**

- a. General: If any dispute arises between the supplier/ selected bidder(s) and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder(s) on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder(s) will also be given an opportunity of being heard.



The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder(s).

- b. Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)
- Chairman of BoD of RISL : Chairman
  - Secretary, DoIT&C or his nominee,  
not below the rank of Deputy Secretary : Member
  - Managing Director, RISL : Member
  - Director (Technical)/ Executive Director, RISL : Member
  - Director (Finance), RISL : Member
  - A Legal Expert to be nominated by the Chairman : Member
- c. Procedure for reference to the Standing Committee: The supplier/ selected bidder(s) shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lac, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder(s) shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder(s), the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder(s) and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

## **B) Payment Terms and Schedule**

### **35. Payment Terms and Schedule:**

- a. Payment schedule – Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:

Sl. No.	Milestone / Deliverable	Due Payment	Supporting Documents
1.	Complete Lot-1/2/3/4 of Laptops	95% of the Value of the Lot	1. Original Invoice (in triplicate copy) 2. Post-Delivery Inspection Report

Sl. No.	Milestone / Deliverable	Due Payment	Supporting Documents
			3. Delivery Challan signed by authorized representative
2.	Quarterly Helpdesk Reports (except for the last Quarter)	0.6% of the Order value, subject to the sum of this amount already paid not exceeding 5% of the Order Value + Actual cost for Helpdesk	1. Helpdesk Reports
3.	Final Quarter Helpdesk Report	Remaining payment of the Order Value + Actual cost for Helpdesk	1. Helpdesk Reports

- b. The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c. Due Payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder(s), and the purchaser has accepted it.
- d. The currency or currencies in which payments shall be made to the supplier/ selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- e. All remittance charges will be borne by the supplier/ selected bidder(s).
- f. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g. Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h. Advance Payments will not be made.
- i. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- j. Taxes (work contract tax, service tax, VAT, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

### **C) Special Conditions of the Bid**

#### **36. Service Level Agreement and Penalties**

- a. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the Scope of Work as specified in the RFP document based on the agreed Performance Indicators as detailed in the Agreement.
- b. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Laptops/Laptop components in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied.

- c. The selected bidder(s) and RISL /Department of Education shall regularly review the performance of the services being provided by the Selected bidder(s) and the effectiveness of this SLA.
- d. Applicable penalties shall be calculated on Quarterly basis.
- e. The total Penalty shall not exceed 5% of the total value of the order. Penalty beyond 5% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event for termination on default

### 36.1 SLA adherence during Warranty and Support Services

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract / Project, failing which the selected bidder(s) is liable to be penalized:

Sl. No.	Type of Incident	Target Resolution time	Penalty
1.	Any defect in laptop or any of its part	T+7 days	No penalty
		> T+ 7 days	Rs. 100 /- per day per Laptop till the defect is rectified
		> T + 90 Days	If the selected bidder(s) fails to rectify a defect within 90 days, RISL may proceed to take such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document

**Note: T is the time when user reports the defect with the laptop at the service support centre / Resident Engineer (as per the contact address provided by the bidder) in person.**

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

Item No.	Equipments	Qty.	Unit	MAF required (Y/ N)	Period of Comprehensive OEM Warranty (in Months)	Period of end of sale (in months)	Period of end of service (in months)	Period of back to back support, updates and patches (in months)
1.	Laptop with Backpack Carry Bags	112000	Nos.	Y	12	12	24	12

- Successful bidder has to supply, install necessary softwares and deliver the laptops, Backpacks and all other accessories (including Adapter, Battery etc) to the all the 33 Districts across the State of Rajasthan at the location specified by RISL / Department of Education, GoR.
- Details of exact location for delivery at the District Headquarter shall be provided by RISL/ Department of Education, GoR to the successful bidder prior to signing the agreement.
- Detailed Technical Specification are given in the Annexure-2

**ANNEXURE-2: TECHNICAL SPECIFICATIONS**

*Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.*

**A. Laptop Specifications:**

Item	Description of Requirement	Compliance/ Deviations	Page No. where the specs are attached
Constructions and Externals	Metal/Alloy/reinforced hinges for display. The Casing ABS plastic		
Processor (Minimum)	Latest generation X86, Dual Core (Intel Pentium/AMD Processor with processor Speed of 2.0 GHZ or higher with 2MB cache)		
Memory	Min. 2 GB DDR 1333 MHz RAM expandable to 4 GB		
Display	LED HD 14" with 1024x768 resolution or higher		
Hard Disk Drive	Min. 500 GB SATA 5400 RPM		
Audio	Dual Inbuilt Speakers		
Web Cam	Inbuilt		
Graphics Card	Integrated Graphics Minimum 128 MB VRAM or Higher		
Ports	I/O Ports, Minimum 3 USB 2.0 Port, Microphone jack, 1 VGA, Headphone/ Speaker out, RJ-45, AC Power		
LAN	Ethernet Controller 10/100 Mbps or Higher		
Wireless	Wireless 802.11 b/g/n or Higher and Standard Bluetooth		
Keyboard	Standard full size Keyboard with touch pad		
Operating System	MS Windows 7 Home Basic or Windows 8, whichever is latest launched and available in India at the time of delivery (National Academic) on Shape the Future SKU offered by Microsoft to Government of Rajasthan under MoU		
Office Suite and other	Office 2010 Professional (National		

Item	Description of Requirement	Compliance/ Deviations	Page No. where the specs are attached
software	Academic) on Shape the Future SKU with MS Visio , offered by Microsoft to Government of Rajasthan under MoU  Adobe Acrobat Writer (Acrobat Professional XI)		
Antivirus	MS Security Essentials and Windows Defender under MS PIL scheme covered under existing MoU with GoR and Microsoft		
Optical Drive	DVD R/W (8X or higher)		
BIOS	Permanently burn the Logo of Rajasthan Government and other information like "Rajiv Gandhi Digital Vidhyarthi Yojana" (as desired by the State Government / Department of Education / RISL ) in the System BIOS		
AC Power Adapter	Input Voltage Range 110V- 250V, 50 Hz AC power adapter with necessary cables		
Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals and Laptop backpack carry bags		
Battery Type	Standard Rechargeable 6 Cell Li-Ion (47 WHr) or higher with minimum 04 Hours backup or more		
Certifications	Energy Star®/BEE Version I, RoHS, Windows and Linux Compliance Certificate		
Pre loaded educational learning content*	<ul style="list-style-type: none"> <li>• Encyclopedia Britannica (School Edition)</li> <li>• Open source Dictionary, Cached contents of Khan Academy</li> <li>• Open source compilers for C language programming,</li> <li>• Pdf books from NCERT for classes VIII/IX/X and XII</li> <li>• Pdf books from RBSE (Classes 9-</li> </ul>		

Item	Description of Requirement	Compliance/ Deviations	Page No. where the specs are attached
	12) which are available through RBSE, Ajmer		
Warranty	One year comprehensive including battery and adaptor		
Qualifying benchmark with Score	BAPCO SysMark 2007 overall score of 115 or Higher with Windows 7 Professional for above configuration. The bidder has to provide performance certificate of the system from ETDC / STQC/ ERTL.		

*\*- The Education content on CD shall be provided by Department of Education to RISL and the same shall be handed over to the Bidder for installation in all the Laptops prior to Pre-Delivery Inspection. In case the educational material supplied by the Department of Education is delayed, the delay shall not be counted on behalf of the bidder.*

**B. Backpack Carry Bag Specifications:**

Suitability	To accommodate 15.6" size Laptop Computer approximately
Material	Polyester fabric, nylon bonded thread, branded zippers and sliders
Compartments	Minimum Three compartment bag (Laptop, Text book, Power adapter, utility pocket) with padded sleeve, Utility pocket in the front and side packets
Padding	Padded handle, Padding on the back for comfort and air flow curved and padded contoured shoulder straps
Logo and image (if any)	The Logo of Rajasthan Government and other information like "Rajiv Gandhi Digital Vidhyarthi Yojana" (as desired by the State Government / Department of Education / RISL) screen printed on the front pocket as per the design finalized by RISL.

**ANNEXURE-3: PRE-BID QUERIES FORMAT {to be filled by the bidder}**

NIT No: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012

Name of the Company/Firm: \_\_\_\_\_

Tender Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Clarification	Suggestion/

*Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.*



**ANNEXURE-4: TENDER FORM {to be filled by the bidder}****NIT No.: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012****1) Addressed to:**

<b>Name of the Tendering Authority</b>	Managing Director
<b>Address</b>	RajCOMP Info Services Limited (RISL) C-Block, 1 <sup>st</sup> Floor, Yojana Bhavan, Tilak Marg, Jaipur (Rajasthan) – 302005
<b>Telephone</b>	4031900, 5103902
<b>Tele Fax</b>	0141-2228701
<b>Email</b>	<a href="mailto:doe.laptop@rajasthan.gov.in">mailto:doe.laptop@rajasthan.gov.in</a> (clearly mention the NIT no. in the subject of the mail)

**2) Firm Details:**

<b>Name of Firm</b>				
<b>Name of Contact Person with Designation</b>				
<b>Registered Office Address</b>				
<b>Address of the Firm</b>				
<b>Year of Establishment</b>				
<b>Type of Firm</b>	Public Limited	Private Limited	Partnership	Proprietary
<b>Put Tick( ✓ ) mark</b>				
<b>Telephone Number(s)</b>				
<b>Email Address/ Web Site</b>	Email:		Web-Site:	
<b>Fax No.</b>				
<b>Mobile Number</b>	Mobile:			
<b>Certification/Accreditation/Affiliation, if Any</b>				

- 3) The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- 4) The requisite RISL processing fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC \_\_\_\_\_ dated \_\_\_\_\_.
- 5) The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- 6) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name &amp; Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

**ANNEXURE-5: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}**

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

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 Tender/ **NIT: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012.**

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:

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-6: SELF-DECLARATION – NO BLACKLISTING** {to be filled by the bidder}

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

In response to the Tender/ **NIT: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012** for {Project Title}, as an Owner/ Partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

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 our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}**

To,

{Tendering Authority},

\_\_\_\_\_

\_\_\_\_\_

**NIT No.: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012**

**CERTIFICATE**

This is to certify that, the specifications of Hardware & Software 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 specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

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

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 Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF LAPTOPS and ALLIED EQUIPMENTS**

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

To,

{Tendering Authority},

\_\_\_\_\_

Reference: **NIT No.: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012**

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

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the OEM.

**ANNEXURE-9: FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}**

To,  
The Managing Director,  
RajCOMP Info Services Limited (RISL),  
Yojana Bhawan, Tilak Marg, C-Scheme,  
Jaipur (Raj.)

Reference: **NIT No.: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012**

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in Annexure-10.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of \_\_\_\_\_ after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

**ANNEXURE-10: PRICE BID (on e-Proc website):**

<b>Tender Inviting Authority: RajCOMP Info Services Limited (RISL)</b>								
<b>Name of Work: Supply of Laptops throughout the State of Rajasthan</b>								
<b>Contract No. F3.3 (10)/RISL/PUR/12/7689 Dated: 21/12/2012</b>								
<b>Bidder Name:</b>								
<b>PRICE SCHEDULE</b>								
<b>S No</b>	<b>Item Description</b>	<b>Qty.</b>	<b>Units</b>	<b>Unit Rate in INR including of all taxes &amp; Govt. levies but excluding of CST and Raj. VAT</b>	<b>CST in % on Col 5 (if applicable)</b>	<b>CST in INR on Col 5</b>	<b>Raj. VAT (if applicable) (in %) (Only for the purpose of calculation to issue the Purchase Order)</b>	<b>Total Cost in INR (incl. all Incidental charges, other taxes, CST and government levies (excl. Raj. VAT))</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9=3X(5+7)</b>
1.	Laptops	112000	Nos.	<b>To be filled in the BoQ uploaded on e-proc portal</b>			<b>To be filled in the BoQ uploaded on e-proc portal</b>	
<b>Total in Figures</b>								
<b>Total in Words</b>		<b>Rupees only</b>						

The rates shall be filled up separately in given format on e-procurement portal with financial bid.

**ANNEXURE-11: PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}**

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur)

(Payable at par at Jaipur)

To,  
Managing Director,  
RajCOMP Info Services Ltd. (RISL),  
Jaipur.

1. In consideration of the RajCOMP Info Services Ltd. (RISL) (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the RISL through Director (T) and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the



terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL  
For and on behalf of the RISL

Signature

(Name & Designation)

**ANNEXURE-12: COMPONENTS OFFERED****{to be filled by the bidder}****NIT No.: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012**

Please fill the following BOM for all the offered components.

<b>S.No.</b>	<b>Product Details (make and model)</b>	<b>Detailed Technical Specification Reference**</b>	<b>OEM Details (Name, Address, E-Mail, Mobile Nos.)</b>
1.			

\*\* Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2 titled "Technical Specifications")

**ANNEXURE-13: MANUFACTURER'S AUTHORIZATION FORM (MAF) {to be filled by OEM's authorized partner}**

To,  
 Managing Director,  
 RajCOMP Info Services Ltd.  
 C-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005,

Subject: Issue of the Manufacturer's Authorisation Form (MAF)  
 Reference: NIT No.: F3.3 (10)/RISL/Tech/2012/7689 Dated 21.12.2012

Sir,

1. We {name and address of the OEM} who are original equipment manufacturers (OEMs) do hereby authorize {M/s \_\_\_\_\_} who is our Authorized Channel Partner (if applicable) to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Hardware/ Software item(s) manufactured by us:

Item No.	Equipments	Qty.	Unit	Period of Comprehensive OEM Warranty (in yrs.)	Period of end of sale (in months)	Period of end of service (in yrs.)	Period of back to back support (in yrs.)
1							
-							
{to be filled by OEM's Authorized Partner for Laptops as mentioned in Annexure-1 (Bill of Material)}							

2. We undertake to provide Comprehensive OEM Warranty for the offered Hardware / Software for the period mentioned above.
3. We undertake that the item/ items (equipment & software) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.
4. We undertake that the item/ items (equipment & software) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.
5. We undertake that Hardware/ Software offered by the bidder for back to back support, updates and patches for the period mentioned above.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

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

Seal:

**ANNEXURE-14: Delivery Challan**

As a proof of Delivery, the Bidder shall collect signed Delivery Challan from the concerned District Education Officer / Authorized Representative of Department of Education / RISL and submit the same as a proof of Final Delivery as per the below mentioned template:

Supplier : M/s	Delivery Note No.	Date:
Delivery Address at District:		
Work Order Reference No.	Dated:	
Buyer: RISL / Department of Education	Dispatch Document No.	Pre-Dispatch Inspection Report No.
Dispatched Through:	Dated:	
Terms of Delivery:		
Description Of Goods	Quantity	Remarks (if any)

Note: List of serial number for Laptops delivered should be attached along with the Delivery Challan.

Supplier's Authorized Representative

Authorized Representative  
Department of Education / RISL

Name:

Name:

Signature:

Signature:

Date:

Date of Receipt:

**ANNEXURE-15: DRAFT AGREEMENT FORMAT****{to be signed by selected bidder(s) and tendering authority}**

An agreement made this \_\_\_\_\_ (enter date of Agreement) between \_\_\_\_\_ (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the RISL which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the RISL to supply to the Managing Director, RISL, Yojana Bhawan, C-Scheme, Jaipur, Rajasthan on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No. \_\_\_\_\_ Dated \_\_\_\_\_ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in the form of: -

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_ valid upto \_\_\_\_\_.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RISL.

Now these Presents witness:

- 1) In consideration of the payment to be made by the RISL through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. \_\_\_\_\_ dated \_\_\_/\_\_\_/20\_\_\_ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice **NIT No.: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. \_\_\_\_\_ dated \_\_\_\_\_ received from {bidder} and letter Nos. \_\_\_\_\_ Dated \_\_\_\_\_ issued by the RISL and appended to this agreement shall also form part of this agreement.
- 4) The RISL do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RISL will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) The mode of payment will be as specified in this bidding document/ work order.

The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

Note:

- i. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the desired Lot.
- iii. \*The percentage refers to the payment due for the associated milestone/lot.

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RISL and the decision of the RISL shall be final.

In witness whereof the parties hereto have set their hands on the \_\_\_\_ day of \_\_\_\_ (Year).

Signature of the Approved  
supplier/ bidder

Signature for and on behalf of MD,  
RISL

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

**ANNEXURE-16: BANK GUARANTEE FORMAT – EARNEST MONEY DEPOSIT (EMD)**

{to be submitted by the bidder's bank}

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,  
Managing Director,  
RajCOMP Info Services Ltd. (RISL),  
B-Block, Yojana Bhawan, Tilak Marg,  
C-Scheme,  
Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Tender for <please specify the project title> vide NIT reference no. <please specify> M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the tender documents that the Bidder has to deposit Earnest Money amounting to <Rs. \_\_\_\_\_ (Rupees <in words>)> in respect to the tender, with RISL, 1st Floor Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RajCOMP Info Service Ltd.(RISL)") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of tender). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. \_\_\_\_\_ (Rupees <in words>)> to the RISL as earnest money deposit.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said Tender Document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL

to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. \_\_\_\_\_ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. \_\_\_\_\_ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ..... (Signature) .....  
Place ..... (Printed Name) .....  
(Designation) .....  
(Bank's common seal) .....

In presence of:



WTTNESS (with full name, designation, address & official seal, if any)

(1) .....

.....

(2) .....

.....

**Bank Details**

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

**GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

**ANNEXURE-17: Details / Undertaking for setting-up Service Support Centres / deployment of Resident Engineers in Rajasthan**

To,  
The Managing Director,  
RajCOMP Info Services Limited (RISL),  
Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender Ref. NIT No.: F3.3 (10)/RISL/PUR/2012/7689 Dated 21.12.2012 for RFP titled "RFP for selection of Vendor for supply of Laptop Computers throughout the State of Rajasthan", as a Director / Company Secretary of M/s \_\_\_\_\_, I/ We hereby declare that as the Warranty Support Services and related activities as mentioned in the scope of work shall be carried out onsite (at District Headquarter level), I/ We shall establish service support centre / appoint and deploy Resident Engineers in all 33 Districts within 30 days from the Date of Issue of Work Order and before signing of Agreement

The Bidder shall specify name of the Service support centre / Resident Engineer, Contact Address, Telephone and Mobile Number, eMail Address as per the table provided below:

S.No.	Division	District	Contact details of the Service Support Centre / Resident Engineer
1	Ajmer Division	Ajmer	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Bhilwara	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Nagaur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Tonk	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
2	Bharatpur Division	Bharatpur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Dholpur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Karauli	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:

S.No.	Division	District	Contact details of the Service Support Centre / Resident Engineer
		Karauli	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Sawai Madhopur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
3	Bikaner Division	Bikaner	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Churu	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Sri Ganganagar	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Hanumangarh	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
4	Jaipur Division	Alwar	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Dausa	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Jaipur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Jhunjhunun	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Sikar	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
5	Jodhpur Division	Barmer	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:

S.No.	Division	District	Contact details of the Service Support Centre / Resident Engineer
		Jaisalmer	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Jalore	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Jodhpur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Pali	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Sirohi	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
6	Kota Division	Baran	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Bundi	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Jhalawar	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Kota	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
7	Udaipur Division	Banswara	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Chittorgarh	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Dungarpur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Rajsamand	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:

S.No.	Division	District	Contact details of the Service Support Centre / Resident Engineer
		Pratapgarh	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address:
		Udaipur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. eMail Address: