

RajCOMP

(A registered Society established by Government of Rajasthan)

C-Block, 1st Floor, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005

Tel: 141-2229394, 5101313 Tele-Fax: 2228701

Cost of Tender Form: Rs. 1000/- only

Tender Document For

Supply, Commissioning & Installation of
miscellaneous Items for Disaster Management &
Relief Department

Important Dates and references

Date of commencement of sale of tender form	:	04-03-2010	
NIT No.	:	F4.3(143)/RajCOMP/Tech/2008/3324	dt. 02-03-2010
Pre-Bid Meeting	:	11.00 hrs of 11-03-2010	Venue: RajCOMP
Last Date of Submission of filled tender form	:	15.00 hrs of 23-03-2010	Venue: RajCOMP
Date of Opening	:	15.30 hrs of 23-03-2010	Venue: RajCOMP
Validity of bid	:	23-09-2010	
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Name of the Company/Firm: _____

Address of the Correspondence: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person's Details: Name _____

Designation _____

Phone No. _____

Mobile No. _____

Email Address _____

NIT No. F 4.3 (143)/RajCOMP/Tech/2008/3324

Dated: 02-03-2010

Notice Inviting Tender

Sealed tenders are invited on behalf of Disaster Management & Relief Departments for purchase of miscellaneous items as per details given below:

Cost of Tender Document	Rs. 1000/-		
Items required	Qty	Estimated cost (Rs. in Lacs)	EMD (Rs. in Lacs)
1. 40" LCD TV	35	25.00	0.50
2. Digital Camera	34	5.00	0.10
3. 5 KVA Portable Generator	29	55.00	1.10
Place of sale of tender document	Office of the RajCOMP, Jaipur		
Date of issuing/ downloading tender document	04-03-2010		
Pre-bid meeting	11.00 hrs of 11-03-2010		
Date & time of submission of bids	15.00 hrs of 23-03-2010		
Date & time of opening of bids	15.30 hrs of 23-03-2010		
Tender document can be downloaded from web sites	www.rajcomp.net www.rajasthan.gov.in www.dipronline.org		

Managing Director

Mandatory Conditions/Eligibility Criteria

1. Technical & Financial bid for each package should be packed and sealed in separate envelopes duly marked as 'Technical Bid' and 'Financial Bid' respectively. Technical bid would be opened first and subsequently financial bid of only the Technically Qualified bidders would be opened.
2. The Tenderer must have a following minimum average turnover annually during the last three financial years consecutively. Copy of the firm's annual report, attested & audited by Chartered Accountant, has to be attached along with the technical bid.

Package	Items required	Qty	Estimated cost	Minimum Turnover
I	1. 40" LCD TV	35	25.00 Lacs	Rs. 0.625 Crore
II	2. Digital Camera	34	5.00 Lacs	Rs. 0.125 Crore
III	3. 5 KVA Portable Generator	29	55.00 Lacs	Rs. 1.50 Crore

3. The Tenderer must be manufacturer or bona-fide distributor or authorized supplier (Proof of authorization in prescribed format must be enclosed in technical Bid).
4. The manufacturer should have service center for the product quoted by the him in Rajasthan.
5. Tenderer may quote in any one or more packages.
6. Vendor will have to quote only one option for each item.
7. **Tenders will not be accepted without aforesaid earnest money (SSI units registered with DI, Rajasthan shall have to deposit 0.5% of the value of quantity offered, as earnest money).**
8. Tenders received after the prescribed time and date will not be accepted & considered.
9. Firm should carry certification as specified in the Technical Specifications. Firm should enclose relevant photocopies of the certificates, catalogues, brochures, etc. in support of all the items quoted.
10. Photocopy of the relevant papers viz. Technical Specification Chart may be used. **Reproduced charts/ formats or own format, would not be accepted.**
11. Delivery and installation to be made at various Government departments locations within 30 Days of the order (The delivery and installation locations at **Schedule VIII**. (Order Date not to be included).
12. Items under warranty would not be allowed to be taken outside the place of installation. All warranties would have to be provided on-site.
13. Complaints should ideally be attended within 24 hours for local calls.
14. The tenderer will have to submit invariably vat/service tax registration number, as applicable, without which the tenders will not be considered (Exemption certificate if any is to be enclosed).
15. The tenderer should attach copy of **valid** Income Tax Registration Certificate along with the bid and should also mention TAN / PIN numbers.
16. The tenderer should not be black listed by Government of India, any state government or PSUs/ departments. The tenderer should submit a self declaration in this regard on its letter head.
17. In case of hardware, the manufacturing company shall have minimum turnover of Rs. 100 crores and ISO 9001 certification (for each item) so as to ensure quality and proper after sales support.
18. Tenderer should submit a undertaking/letter from the principal manufacturer for the service support in Rajasthan during the entire warranty period.

General Conditions

1. Tenders would be considered in the prescribed tender form/ document only. It can be obtained from the office of the tendering authority during office hours on any working day and payment of Rs.1000/- (non refundable) in cash or demand draft (DD) in favour of the MD, RajCOMP Payable at Jaipur. In case the tender form is sought by post Rs. 100/- towards postal charges will be charged extra. Tenders not submitted in prescribed form will be rejected.
2. The tendering authority is Managing Director, RajCOMP, 1st, Floor, Yojna Bhawan, Tilak Marg, Jaipur (Rajasthan).
3. The technical bid will be opened on **23-03-2010 at 03:30 P.M** in the office of RajCOMP by the Purchase Committee or by an officer duly authorized in the presence of such Tenderers or their authorized representatives who may choose to attend.
4. Tendering authority is not bound to accept the lowest tender and may reject any tender or any part of the tender without assigning any reason thereof.
5. While claiming any exemption, the Tenderer is required to attach along with the Tender Form, a certified copy of the recent exemption certificate issued by the appropriate authority, failing which no claim shall be entertained and the Tenders would be liable for summary rejection.

Date:

Signatures of The Issuing Authority

Tender Form

I. Addressed to:

a.	Name of the tendering authority	Managing Director		
b.	Address	RajCOMP C-Block, 1st Floor, Yojna Bhawan, Tilak Marg, Jaipur (Rajasthan) – 302005		
c.	Telephone	2228701, 2229394		
	Tele-Fax	141-2228701		

II. **NIT Reference: NIT No. F4.3(143)/RajCOMP/Tech/2008/3324** **Dated: 02-03-2010**

III. Other related details: -

a.	Name of Tenderer					
b.	Name & Designation of Authorized Signatory					
c.	Registered Office Address					
d.	Factory/ Go-down Address					
e.	Rajasthan Office	Address				
		Phone		Fax:		
		Contact Person				
f.	Jaipur Service Center	Address				
		Phone		Fax:		
		Contact Person				
g.	Year of Establishment					
h.	Type of Firm		Public Limited	Private Limited	Partnership	Proprietary
	Put Tick (√) mark					
i.	Telephone Number(s)/ Mobile					
j.	Website					
k.	Fax No.					
l.	Email Address					

IV. The Tender fee amounting to Rs.1000/- (Rupees One Thousand only) has been deposited vide cash receipt / DD no. _____ dated _____.

V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender 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).

VI. The rates for the supply of items mentioned as prescribed are given separately in the financial bid.

VII. Reproduced / re-word-processed formats or tenderer's own formats for the technical quotations will disqualify the tender.

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- VIII. The rates quoted are valid up for 180 days. The validity can be extended with mutual agreement. Following documents are attached towards the proof of earnest money deposited.

Sno.	Earnest Money deposited through	Number	Dated
1.	Cash/DD/Banker's Cheque (Local Only)		

- IX. Tax Registration Certificates:

Sno.	Type of Tax	Whether tax registration certificate enclosed (Yes/No)	Certificate Number
1.	RST-TIN/VAT		
2.	CST		
3.	Income Tax		

- X. The details of items to be procured, place of inspection, delivery, installation & on-site warranty is given below:

- **Specification:** As per the enclosed schedule V.
- **Items:** As per details given in the NIT at Page 2 of the tender document.
- **Delivery & Installation:** All the items would be delivered and installed at end user destination with in a period of 30 Days (Order date not to be included). Details of the destinations are at Schedule VIII.
- **Place of Inspection:** As per conditions no. 16 of the Schedule III.
- **On-Site Warranty:** as per condition no.23 of Schedule III.

- XI. We accept payment schedule as per details given below for hardware:

- 90% on Inspection and Installation
- 10% after one month of successful operations and stock entry

Note: Remittance charge on payment made shall be borne by the tenderer.

- XII. Technical Bid from Pages 15-16 duly filled and signed is enclosed with this tender form along with Terms & Conditions from Page 3-14 in token of acceptance.
- XIII. Financial Bid Schedule-IX of this Tender Document is enclosed in a separate envelope duly signed and sealed.

Dated:

Name of the Tenderer: _____

General Terms and Conditions of Tender

Note: Tenderers should read these conditions carefully and comply strictly while sending/submitting their tenders.

1. Tenders must be enclosed in separate and properly sealed envelopes for technical & financial bid.
2. **"Tenders by Manufacturer/ Distributor/ bonafide dealers / Suppliers"**: Tenders shall be given only by Manufacturer/distributors/ bonafide dealers/Suppliers for the goods (excluding custom made software). They shall, therefore, furnish necessary declaration for the same in the enclosed form at Schedule IV. Proof of authorization by the manufacturer or country distributor in India or supplier for the product in the prescribed format at Schedule VI shall invariably be enclosed for hardware items only.
3. Any Change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
4. No new partner/ partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposits with the purchase officer a written agreement to this effect. The contractor'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.
5. **Sales Tax Registration**: No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender The Sales Tax Registration Number should be quoted, without which the tender is liable to rejection.
6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.
7. Rates shall be written both in words and figures. There should not be errors and/or over-writings. Corrections if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
8. All rates quoted must be FOR destination/site where the items are to be installed, and should include all incidental charges (including installation charges) Rajasthan Sales Tax/VAT or Service Tax, as the case may be, which should be shown separately in the Format for Price Quotation only. In case of local supplies the rates should include all taxes, etc., and RajCOMP will not pay any charges towards cartage, transportation charges and installation.
9. **Bid Evaluation**:
 - a. Technical bids will be opened on the scheduled date as mentioned in the NIT. Technical bids of all the tenders received and accepted by the purchase committee shall be opened and evaluated. The bids not complying with terms and conditions of the tender document or having negative deviations or any other part of the bid not acceptable to the purchase committee shall be considered as non-responsive and such bids will be rejected.
 - b. Financial bids of responsive bids shall be opened by the purchase committee in presence of the representatives of such tenderers, who choose to be present.
10. **Comparison of Rates**:
 - a. In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax/VAT shall be excluded whereas that of Central Sales Tax shall be included.
 - b. While comparing the rates in respect of firms within Rajasthan, The element of Rajasthan Sales Tax/VAT shall be included.
 - c. In case of difference in unit rates and total rates, unit rate multiply with total quantity shall be considered as total rate for the item.

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- d. Comparison will be done for each package separately and will not be splitted. However, financial bids of those tenderer who have not submitted incomplete bid for a package or bid not readable or not clear or ambiguous (not acceptable to the purchase committee) will be rejected.

11. Issue of Purchase / Supply Order: Supply order will be issued to the tenderer at lowest position package-wise separately.

12. Validity: Tenders shall be valid for a period of six months from the date of opening of tender i.e. up to **September 23, 2010**.

13. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., the tenderer shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

14. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency otherwise the supply order will be cancelled and security deposit shall be forfeited.

15. Specifications:

- 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 specifications/certifications, those articles should conform strictly to those specifications/certifications.
- b. The supply shall be of very best quality and description. The decision of the purchase officer/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding.

16. Inspection:

- a. In case of factory site inspection the firm will have to inform the department for the inspection within 15 days of placing of the order. The maximum inspection time will be 7 days (this is inclusive of the total delivery and inspection time of 30 days). The firm will have the Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers 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. The tenderer shall furnish complete address of the premises of his office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary. **OR**
- c. **Supplies when received shall be subject to inspection by inspection committee constituted at respective districts** (for District EOC) to ensure whether they confirm to the specification. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only where the articles confirm to the standard of prescribed specifications as a result of such tests.
- d. In case of Test. Samples shall be drawn in four sets by giving the serial numbers on random basis of the sets supplied, properly sealed in the presence of the supplier's representatives.

17. Testing charges: Testing charges shall be borne by RajCOMP. In case of test results showing that supplies are not up to the prescribed standard of specifications, the supplier shall change the whole lot but within the stipulated delivery period and the cost of the test will be borne by the supplier.

18. Rejection:

- a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.
- b. If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the

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tenderer 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 tenderer within 3 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 tenderer's risk and on his account.

19.The tenderer 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 tenderer 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.

20.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 tenderer of being heard and recording the reasons for repudiation.

21.Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

22.Delivery & Installation:

a. Delivery & Installation: Delivery and installation of ordered items would be completed within a period of 30 Days from the date of order (excluding date of order) (Ref. condition 16). The list of Locations for Delivery & Installation is placed at the Schedule – VIII.

b. Transportation

- i. 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 bill.

23.Warranty/ Guarantee Clause:

a. One-year on-site comprehensive warranty for all equipments.

b. The tenderer would give comprehensive onsite warranty/guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period as per 21 (a) from the date of delivery & installation of the said goods/ stores/ articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/article, if during the aforesaid period of warranty, the said goods/ stores/ articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/ stores will be at the seller's risk and all the provisions relating to rejection of goods etc., shall apply. The tenderer shall if so called upon to do, replace the goods etc., or such portion thereof as is rejection by Purchase Officer, otherwise the tenderer 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. In case of machinery and equipment also, guarantee as mention in clause (b) above the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above said period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

d. In case of machinery and equipment specified by the Purchase officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

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- e. The warranty of the equipments covered under one purchase order shall start from the date of last successful installation of the items covered under the PO or one month from the last due date of completion of installation, whichever is earlier. However, if delay of installation is more than a month's time due to the firm's own reasons, the warranty shall start from the date of last successful installation of the items covered under the PO. **The firm, if facing any problem in installation, will immediately inform RajCOMP in written to resolve the issue.**
Delay in providing and completing maintenance services for each day after the period, an LD @ 0.1% of the value of the item shall be deducted from the performance security.
- f. The tenderer shall provide on-site maintenance services during the warranty period within 24 hours excluding traveling time limited to 12 hours (applicable if place of installation and supplier's service centers are situated in different districts), of making the complaint by the purchaser. If it becomes necessary to be taken out the machinery or equipment or its part, the tenderer would provide similar item or as acceptable to the purchaser as standby arrangement. The purchaser shall not make any payment towards this arrangement or towards transportation of faulty item away from the user's site.
- g. Maintenance Register: The firm shall maintain a call register for logging complaints during warranty / maintenance period. The firm shall essentially provide complaint number for each complaint call made by the user telephonically, in written or any other method.
- 24. Extent of quantity-Repeat order:** If the order is placed in excess of the quantities shown in the tender notice; the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rates and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply (i.e., delivery). If the tenderer fails to do so the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from tenderer.
- 25.** If the Purchase officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.
- 26. Earnest Money:** Tender shall be accompanied by an earnest money as per details given at **Page- 2 of the tender document**, without which tenders will not be considered. The amount should be deposited in the form of Bank Draft/ Bankers Cheque of the scheduled Bank (drawn) in favor of Managing Director, RajCOMP payable at Jaipur.
- a. **Refund of earnest money:** The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender & placing order to successful tenderer.
- b. **Exemption from earnest money:** Firms which are registered with the Director of industries need to furnish the 0.5% of value of goods offered by them in respect of items **manufactured by them**, for which they are registered as such, subject to their furnishing registration certificate in original or a Photostat copy or a copy thereof duly attested by any gazetted officer along-with a Competency Certificate from the Director of Industries, Rajasthan.
- c. The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.
- d. The earnest money/security deposit lying with Department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh renders. The earnest money may however, be taken into consideration in case tenders are re-invited.
- 27. Forfeiture of earnest money:** The earnest money will be forfeited in the following cases:
- a. When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- b. When tenderer does not execute the agreement if any, prescribed within the specified time.
- c. When the tenderer does not deposit the security money after the supply order is given.
- d. When he fails to commence the supply of the items as per supply order within the time prescribed.

28. Agreement and Security Deposit:

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- a. Successful tenderer will have to execute an agreement on a Non-Judicial Stamp of Rs. 1000/- **within a period of 10 days** from (but excluding) the date of order and **deposit security equal to 5% of the order value** prior to signing of agreement.
- b. The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.
- c. No interest will be paid by the department on the security money.
- d. The form of security money shall be as below: -
 - i. Bank Draft/ Bankers Cheque duly discharged in favor of RajCOMP.
 - ii. Post-office Saving Bank Pass Book duly pledged.
 - iii. National Savings Certificate, Defense Savings Certificates. Kisan Vikas Patras or any other script/instrument under National Saving Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
- e. The security money shall be refunded immediately after expiry of satisfactory warranty period and provided there is no breach of contract on the part of supplier.

29. Exemption from Security Deposit

- a. Firms which are registered with the Director of industries, Rajasthan in respect of Stores **manufactured by them** subject to their furnishing registration certificate in original or a Photostat copy or a copy thereof duly attested by any gazetted officer along with a Competency Certificate from the Director of Industries, Rajasthan, will be partially exempted from earnest money and shall pay security deposit @ 1% of the of the quantity order to be supplied instead of estimated value of tender.
- b. Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

30. Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases: -

- a. When the terms and conditions of contract is breached.
- b. When the tenderer fails to make complete supply satisfactorily.
- c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

31. The tenderer shall pay the expenses of stamp duty for execution of agreement. Draft Agreement is enclosed at schedule VII.

32. Insurance: The goods will be delivered at the destination go-down in perfect condition. The supplier, if he so desires may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war, rebellion, riot, etc.,) The insurance charges will be borne by the supplier and Tendering Authority will not be required to pay such charges if incurred.

33. Payments:

- a. No Advance Payment will be made.
- b. Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the tenderer to the Purchase Officer as per the details given at Clause XI of **Page 6 of the tender document**. In any case, firm will not send their representative to RajCOMP for collecting payments before the due date of payment.
- c. All remittance charges will be borne by the tenderer.
- d. In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid only after settlement of the dispute.
- e. Payment in case of those goods, which need testing shall be made only when such test has been carried out, test results received confirming to the prescribed specification.

34. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the specified period.

35. Liquidated damages: In case of extension in the delivery period/completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores/work completion which the tenderer has failed to supply/complete the work: -

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No	Condition	LD %
a.	delay up to one fourth period of the prescribed delivery period / completion of work	2.5 %
b.	delay exceeding one fourth but not exceeding half of the prescribed period / completion of work	5.0 %
c.	delay exceeding half but not exceeding three fourth of the prescribed period / completion of work	7.5 %
d.	delay exceeding three fourth of the prescribed period / completion of work	10.0 %

- 36.** Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- 37.** The maximum amount of liquidated damages shall be 10%.
- 38.** If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 39.** Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
- 40. Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
- 41. If a tenderer imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection.** In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
- 42.** The Purchase Officer/Tendering Authority reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
- 43.** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Secretary, Department of Information Technology & Communications, Government of Rajasthan who will appoint the **Sole Arbitrator** of the dispute who will not be related to this contract and whose decision shall be final.
- 44.** Income Tax may be deducted at source as per rules
- 45.** All legal proceedings, if necessary arises to institute may by any of the parties (RajCOMP or Contractor) shall have to be lodged in courts situated in Jaipur and not elsewhere.

(ON THE LETTER HEAD OF THE TENDERER)

LETTER OF UNDERTAKING/ DECLARATION

We, M/s hereinafter called as "Tenderer" complete address hereby declare in favor of the Managing Director, RajCOMP, Rajasthan, Jaipur, Hereinafter called as the "Tendering Authority" and agree to abide by the following:

1. We have authorization certification(s) (valid till-date are enclosed)/ proof of supplier as given below

Sno.	Brand/ Model quoted	Authorization (Mention Y/N Only) Also attach company constitution certificate in support			Supplier (Attach proof of supply)
		Manufacturer	Distributor	Dealer / Channel Partner etc.	
1.					
2.					
3.					

2. Latest valid Certificate from Manufacturer of the product in case of Distributor / Dealer / Channel Partner in the prescribed format provided at Schedule VI has been enclosed (if applicable)

3. Certificate of satisfactory past performance have been enclosed.

4. We have maintenance/ service setup as given below:

Sr. No	Place (Name and address)	Through Company or Dealer/ Associates	Customer Support Engineers (Mention only No.) (Pl enclose list with Name, Designation, Qualification, working since, and place of posting.)				Remark
			B.E./ B.Tech. CMSE/ CNE	Diploma	Technician	Others	
1.							

5. The details of R & D Lab Inventory store for spares:

S. No	Location	Stock Value as on date (Rs In Lacs)	No. of Engineers for R & D only	Remarks
1.	Rajasthan State/ Jaipur			
2.	Delhi			
3.	Other (Please Specify)			

6. The annual turnover of our firm is as given below:

Turnover of the firm for India (Rs. in crores)	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>

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7. We will ensure that a minimum of 95% uptime, calculated on an annual basis is achieved for the supplied items.
8. We shall give benefit of any price reduction found by the time of placing the supply order.
9. We agree to accept partial order if it is placed.
10. We have quoted rates of items for **1-years** comprehensive on-site (COS) warranty for all equipments (details at Schedule III-23(a)).
11. We agree to maintain/ support the quoted items after warranty period as well. (AMC Charges quoted in Price Quotations separately)
12. In case the item quoted is imported, direct shipment of the entire machine/ item including add-ons from OEM, is ensured & would be provided.
13. The above document is executed on ___/___/2009 at (place) _____ and we accept that if anything out of the above information is found wrong, our tender shall be liable for rejection.

Name of Person: _____

Complete Address: _____

NIT No. F4.3(143)/RajCOMP/Tech/2008/3324

Dated: 02-03-2010

Technical Specifications of the items (Package-1)**Package-1: Full High Definition LCD Tele Vision set 40"**

Description		Offering Same Yes/No
Make	Sony, Samsung, LG, Panasonic	
Model		
LCD Screen Size	Minimum 40 inch	
Dynamic contrast	Minimum 60000: 1	
Surround sound	Yes	
Display Resolution	1920x1080 (Full high definition)	
Stereo	NICAM, A2	
Audio Power	10W+10W	
Audio Out	1	
Headphone Out	1	
Power Saving Mode	Yes	
Clock	Yes	
Sleep Timer	Yes	
On/Off Timer (with Time Setting)	Yes	
OSD Language	English,	
Power Requirements (Voltage, Frequency)	110-240V, 50/60Hz	
Power Consumption	Upto 230W	
Remote Control	Yes	
Warranty	One Year	
Service center/person availability at all divisional headquarters	Yes	

Package 2 : Digital Camera with 2 GB Memory Stick

Description		Offering same Yes/No
Make	Sony, Canon, Kodak, Nikon, Panasonic	
Model		
Effective pixels	Minimum 10.0 Mega Pixels	
LCD	Minimum 2.5 wide	
Lens	Carl Zeiss Lens or OEM make	
Storage media	Internal memory with minimum 2 GB SD memory card/stick	
Zoom	Minimum 4X (optical) and 8X (Digital)	
Interface	Hi-Speed USB with multi connector	
Power sources	Rechargeable Li-ion Battery with charger	
Battery life	Minimum. 200 shots with Lithium ion battery (based on CIPA standard)	
Software	All requisite software and accessories	
Warranty	1 years	
Service center/person availability at all divisional headquarters	Yes	

Package 3: Portable Generator Sets (Diesel/Petrol)

Technical specifications and other mandatory certifications		Yes/No
Make : Honda, Birla Yamha, Trinity, Mittal Power, Whispower		
Model		
Mandatory Certification	ISO, Confirm to latest CPCB Phase-II norms	
Engine Fuel	DIESEL/Petrol	
Engine Fuel Consumption	2-3 Lit. (Max)/hr	
Engine Speed	Min 3000 rpm	
Engine Rated output (BHP)	Minimum 9.0	
Alternator Rated output	5.0 KVA	
Alternator Voltage	230 V + 5%	
Alternator frequency	50 Hz + 1%	
Start	Key driven Electric Start	
Enclosure Insulation	PU foam/Rack wool	
Portable	Weight should be less than 250 Kg	
Eco friendly low emission, Tamper proof oil alert system, fuse less reset able circuit breaker, exhaust protection system, pilot lamp, fan system, brushless alternator	Yes	
Minimum similar Genset Installation in Government	Five	
Service center/person availability at all divisional headquarters	Yes	

Authorization Certificate to be issued by the manufacturer of the product
in the favor of Distributor / dealer / channel partner
on the company letterhead

This is to certify that M/s (Name, complete address, city) are our authorized (Distributor / Dealer / Channel partner) for the sale, support and services for the (Name of the product(s) until date

We also undertake that we would provide the support for the above product(s) during the warranty period and further for a period of minimum of 3 years after the warranty period, for all the spares and parts of the supplied product/products.

It is guaranteed that the products being manufactured by us and / or the components being used for the manufacture of such products and / or the facilities being used for the manufacturing of such products conform to the basic parameters which restrict and protect the environment and the living beings who use these products from any type of hazardous emission, touch, feel, contact of any type, that could cause any type of discomfort to the living beings or cause the depletion of the environments' (atmospheres') protective layers. The equipments are to environmental friendly.

(Signature with seal / stamp of the company)

Name:

Designation:

Draft for AGREEMENT

1. An agreement made this **Date of Agreement** between (**Your company 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 "RajCOMP" which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.
2. Whereas the approved supplier has agreed with the **RajCOMP** to supply to the **Managing Director, RajCOMP, Yojna Bhawan**, Jaipur of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the letters **Our Order No.** Appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in the said order.
3. And whereas the approved supplier has deposited a sum of Rs.____ in _____.
 - (1) Cash/Bank Draft/Challan No./Banker Cheque No. _____ dated _____ issued by _____ branch of bank _____.
 - (2) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
 - (3) 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 pleased 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 RajCOMP.
4. Now these Presents witness:
 - (1) In consideration of the payment to be made by the RajCOMP through DD at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in letters nos. **Our Order No.** thereof in the manner set forth in the conditions of the tender and contract.
 - (2) The conditions of the tender and contract for open tender enclosed to the Tender Notice No. _____ Dated _____ 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) **Your Offer/Tender No. with Date** received from tenderer and letters **Our Order No.** issued by the RajCOMP and appended to this agreement shall also form part of this agreement.
 - (4) (a) The RajCOMP 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 RajCOMP will through 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.
(b) The mode of Payment will be as specified below: -
5. The delivery and Installation shall be effected and completed within the period as specified in the supply order.
6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply: -

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No	Condition	LD %
a.	Delay up to one fourth period of the prescribed delivery period / completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period / completion of work	10.0 %

Note:

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - (ii) The maximum amount of agreed liquidated damages shall be 10%.
 - (iii) 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.
- (2). 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 tenderer.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RajCOMP and the decision of the RajCOMP shall be final. In witness whereof the parties hereto have set their hands on the **Date of Agreement.**
8. The on site comprehensive warranty shall be provided by vendor for ----
- year from the date of supply.

Signature of the
Approved supplier

Date:
Witness No.1
Witness No.2

Signature for and on
behalf of MD, RajCOMP
Designation

Date:
1. Witness
2. Witness

Schedule-VIII**Details of the locations for Delivery and Installation of the items for each Package**

District Emergency Operation Center, Collectorate Office of each below mentioned districts

S.No.	District Emergency Operation Center	TV	Genset	Digital Camera
1	Ajmer	1	1	1
2	Alwar	1	1	1
3	Banswara	1	1	1
4	Baran	1	1	1
5	Barmer	1	1	1
6	Bharatpur	1	0	1
7	Bhilwara	1	1	1
8	Bikaner	1	0	1
9	Bundi	1	1	1
10	Chittorgarh	1	1	1
11	Churu	1	1	1
12	Dausa	1	0	1
13	Dholpur	1	1	1
14	Dungarpur	1	1	1
15	Ganganagar	1	1	1
16	Hanumangarh	1	1	1
17	Jaipur	1	1	1
18	Jaisalmer	1	1	1
19	Jalore	1	1	1
20	Jhalawar	1	1	1
21	Jhunjhunu	1	1	1
22	Jodhpur	1	1	1
23	Karauli	1	0	1
24	Kota	1	1	1
25	Nagaur	1	1	1
26	Pali	1	1	1
27	Rajsamand	1	1	1
28	Sawaimadhapur	1	1	1
29	Sikar	1	1	1
30	Sirohi	1	1	1
31	Tonk	1	1	1
32	Udaipur	1	1	1
33	Partapgarh	1	1	1
34	Disaster Management Office, Sectt., Jaipur	2	0	1
	Total	35	29	34

F i n a n c i a l B i d

Name of the Company/Firm: _____

Address for Correspondence: _____

LCD TV (Package-1)

Item No.	Item Details	Make & Model	Unit Price (In Rs.) (Inclusive of all except RST/VAT & CST)	RST/VAT%	CST%	Total Amount incl. RST & CST	Qty	Total Amt. (In Rs.) (In figures)	Total Amt. (In Rs.) (In Words)	Annual AMC Charges per Unit After 1 Year
1	2	3	4	5	6	7=4+5+6	8	9=7X8		10
1.	40" LCD TV						35			

1. In case of Any Discrepancies between unit rates multiplies with qty & total amount, then the amount calculated from unit rates multiplied with qty would prevail.
2. One-year on-site comprehensive warranty for all equipments and 90 days on media for all software.
3. Rates in percentage and amount of CST and RST should be mentioned against relevant items.
4. If RST/CST is/are exempted, then exemption certificate(s) is/are to be enclosed.
5. Insurance of transit shall be the responsibility of the vendor.
6. AMC Charges of next two years after initial warranty period.
7. Financial comparison would be done on the basis of price quoted for total items.

F i n a n c i a l B i d

Name of the Company/Firm: _____

Address for Correspondence: _____

Digital Camera(Package-2)

Item No.	Item Details	Make & Model	Unit Price (In Rs.) (Inclusive of all except RST/VAT & CST)	RST/VAT%	CST%	Total Amount incl. RST & CST	Qty	Total Amt. (In Rs.) (In figures)	Total Amt. (In Rs.) (In Words)	Annual AMC Charges per Unit After 1 Year
1	2	3	4	5	6	7=4+5+6	8	9=7X8		10
1.	Digital Camera						34			

1. In case of Any Discrepancies between unit rates multiplies with qty & total amount, then the amount calculated from unit rates multiplied with qty would prevail.
2. One-year on-site comprehensive warranty for all equipments and 90 days on media for all software.
3. Rates in percentage and amount of CST and RST should be mentioned against relevant items.
4. If RST/CST is/are exempted, then exemption certificate(s) is/are to be enclosed.
5. Insurance of transit shall be the responsibility of the vendor.
6. AMC Charges of next two years after initial warranty period.
7. Financial comparison would be done on the basis of price quoted for total items.

F i n a n c i a l B i d

Name of the Company/Firm: _____

Address for Correspondence: _____

Portable Genset (Package-3)

Item No.	Item Details	Make & Model	Unit Price (In Rs.) (Inclusive of all except RST/VAT & CST)	RST/VAT%	CST%	Total Amount incl. RST & CST	Qty	Total Amt. (In Rs.) (In figures)	Total Amt. (In Rs.) (In Words)	Annual AMC Charges per Unit After 1 Year
1	2	3	4	5	6	7=4+5+6	8	9=7X8		10
1.	Portable Genset						29			

1. In case of Any Discrepancies between unit rates multiplies with qty & total amount, then the amount calculated from unit rates multiplied with qty would prevail.
2. One-year on-site comprehensive warranty for all equipments and 90 days on media for all software.
3. Rates in percentage and amount of CST and RST should be mentioned against relevant items.
4. If RST/CST is/are exempted, then exemption certificate(s) is/are to be enclosed.
5. Insurance of transit shall be the responsibility of the vendor.
6. AMC Charges of next two years after initial warranty period.
7. Financial comparison would be done on the basis of price quoted for total items.