



## Lokayukta Sachivalaya ,Rajasthan

Room No.109, 1st Floor, Development Building,  
Government Secretariate Premises, Janpath,Jaipur-302005  
TELEPHONE & FAX : +91-141-2227145, Fax +91-2227083  
E.MAIL : lokayukta@rajasthan.gov.in

### **NOTICE INVITING BID** **NIB No. : LAS/03/2016-17** **(FOR SPP PORTAL )**

<b>NIB Ref. No.</b>	F49(11)/ LAS/2006-Part-II/27713 dated 6/10/2016
<b>Name &amp; Address of the Procuring Entity</b>	Name: Asstt. Secretary ,Lokayukta Sachivalaya, Rajasthan Address: 1st Floor, Development Building, Government Secretariate Premises, Janpath,Jaipur-302005 E.MAIL : lokayukta@rajasthan.gov.in
<b>Name &amp; Address of the OIC (Procurement Cell)</b>	Name: AMIT KUMAR Designation: Asstt. Secretary Address: 1st Floor, Development Building, Government Secretariate Premises, Janpath, Jaipur-302005 E.MAIL : lokayukta@rajasthan.gov.in
<b>Subject Matter of Procurement</b>	Supply and Installation of Desktop Computer PC & Laser Printer
<b>Bid Procedure</b>	Single-stage: two part (envelop) Open Competitive Bid procedure .
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)-L1
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	Websites:1- <a href="http://sppp.rajasthan.nic.in">http://sppp.rajasthan.nic.in</a> 2- <a href="http://lokeyukta.rajasthan.gov.in">lokeyukta.rajasthan.gov.in</a> Bidding document fee: Rs. 400/- (Rupees Four Hundred only) in Cash/ Demand Draft/ Banker's Cheque in favour of "Asstt. Secretary, Lokayukta Sachivalaya Rajasthan Payable at "Jaipur".
<b>Estimated Procurement Cost</b>	Rs. 9,00,000/- (Rupees Nine lac. only)
<b>Bid Security and Mode of Payment</b>	Amount (INR): 18,000/- (Rupees Eighteen thousand Only) Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in prescribed format) in favour of "Asstt. Secretary, Lokayukta Sachivalaya Rajasthan Payable at "Jaipur". of a Scheduled Bank .
<b>Period of Sale of Bidding Document</b>	From: 06.10.2016 to 17.11.2016

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(Start/ End Date)	
Manner, Start/ End Date for the submission of Bids	1 -Manner: physically / by post at the office of Lokayukta Sachivalaya, Rajasthan 2- Start Date: 06.10.2016 From 10.00 AM 3- End Date: 17.11.2016 upto 3.00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	From 06.10.2016 10.00 AM onwards and upto 03.00 PM on 17.11.2016
Date/ Time/ Place of Technical Bid Opening	Date: 21.11.2016 Time: 11.00 AM Place: Room No. 110 1st Floor, Development Building, Government Secretariate Premises, Janpath, Jaipur-302005
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders .
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1- Bidder (authorised signatory) shall submit their offer for technical and financial proposal. DD/Banker's Cheque for Tender Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB</li> <li>2- In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee and Bid Security, as per the time schedule mentioned above, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Asstt. Secretary, Lokayukta Sachivalaya, &amp; Payable at "Jaipur" of a Scheduled Bank .</li> <li>3- Lokayukta Sachivalaya, Rajasthan, Jaipur reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>4- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the Lokayukta Sachivalaya, Rajasthan, Jaipur. and the successful bidder.</li> <li>5- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>6- Bids in sealed envelope marked conspicuously " Bid for Supply of Desktop Computers PC &amp; Laser Printer, " should be reached on or before 18.11.2016 at 3.00 PM. The Bid should be handed over personally at the Lokayukta Sachivalaya, Rajasthan, Jaipur or be sent through registered post. Bid received after prescribed time &amp; date shall be rejected.</li> </ol>	

ASSTT. SECRETARY,  
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**Section 1: Pre-Qualification / Eligibility Criteria****LOKAYUKTA SACHIVALAYA  
RAJASTHAN JAIPUR****PRE-QUALIFICATION/ELIGIBILITY CRITERIA**

THE FOLLOWING CRITERIA MUST STRICTLY BE FULFILLED BY THE BIDDER. THE BIDDER MUST SUBMIT DOCUMENTARY EVIDENCES IN SUPPORT OF THEIR CLAIM FOR FULFILLING THE CRITERIA. THE BIDS RECEIVED WITHOUT THE DOCUMENTARY EVIDENCE WILL BE REJECTED OUT RIGHTLY. THE CONDITION FROM 1 TO 8 MENTIONED BELOW ARE MANDATORY TO QUALIFY TECHNICAL BID, NON COMPLIANCE OF ANY CONDITION SHALL LEAD TO DISQUALIFICATION IN TECHNICAL BID.

S.N O.	BASIC REQUIREMENT	SPECIFIC REQUIREMENTS	DOCUMENTS REQUIRED
1.	BIDDER ENTITY	JOINT VENTURES OR CONSORTIUMS ARE NOT ALLOWED TO BID OR MEET THE ELIGIBILITY CRITERION. BIDDER SHOULD BID ON IT'S OWN STRENGTH AND MEET ALL ELIGIBILITY CRITERIA.	THE BIDDER IS REQUIRED TO FURNISH A SELF-DECLARATION ON LETTER HEAD.
2.	LEGAL ENTITY	THE BIDDER SHOULD BE A COMPANY REGISTERED UNDER INDIAN COMPANIES ACT,1956 OR A PARTNERSHIP FIRM REGISTERED UNDER PARTNERSHIP ACT OR A PROPRIETORSHIP ACT OR A PROPRIETORSHIP FIRM.	A) CERTIFICATION OF INCORPORATION B) REGISTRATION CERTIFICATION
3.	TURN OVER	THE BIDDER SHOULD HAVE AGGREGATE ANNUAL TURNOVER OF RS. 50.00 LAC. IN LAST THREE FINANCIAL YEARS I.E, 2013-14, 2014-2015, 2015-16 OR ANNUAL TURNOVER OF RS. 25.00 LAC. IN ANY ONE OF LAST THREE FINANCIAL YEAR I.E. 2013-14, 2014-15, 2015-16	CERTIFICATE FROM THE CHARTERED ACCOUNTANT BASED ON EXTRACTS FROM THE AUDITED/ UNAUDITED BALANCE SHEET AND PROFIT & LOSS.
4.	SUPPLY EXPERIENCE	THE BIDDER MUST HAVE SUCCESSFULLY EXECUTED SUPPLY OF COMPUTER HARDWARE TO LEAST THREE CUSTOMERS IN LAST THREE FINANCIAL YEARS I.E. 2013-14, 2014-15, 2015-16	THE BIDDER IS REQUIRED TO FURNISH THE DETAILS OF THE SUPPLY ORDER/ PURCHASE ORDER/ INVOICE AND IMPLEMENTATION CERTIFICATE BY CLIENT.

5.	TAX REGISTRATION AND CLEARANCE	THE BIDDER SHOULD HAVE A REGISTERED NUMBER OF A. VAT/SALES TAX WHERE HIS BUSINESS IS LOCATED B. INCOME TAX/PAN NUMBER C. THE BIDDER SHOULD SUBMIT VAT/SALES TAX CLEARANCE CERTIFICATE	COPIES OF BILL VOUCHER (S) OF CERTIFICATE OF REGISTRATION VAT CLEARANCE CERTIFICATE FROM THE COMMERCIAL TAXES OFFICE OF THE CIRCLE CONCERNED.
6.	MANUFACTURER'S AUTHORIZATION CERTIFICATE	THE BIDDER MUST BE MANUFACTURER OR AUTHORIZED DISTRIBUTOR/ DEALER/CHANNEL PARTNER OF OEM FOR THE TWO ITEMS PROPOSED IN THE TECHNICAL BID, AS MENTIONED BELOW: 1. DESKTOP PC (S) 2. LASER PRINTER	THE BIDDER IS REQUIRED TO SUBMIT AUTHORIZED OF OEM IN ORIGINAL IN SUGGESTED FORMAT OF MANUFACTURER'S AUTHORIZATION FROM (MAY) AVAILABLE IN THE TENDER DOCUMENT FOR THE ITEMS QUOTED. IN CASE OEM DOES NOT HAVE ANY OFFICE IN INDIA, SUCH AN AUTHORIZATION CERTIFICATE MUST BE FURNISHED FROM OEM'S AUTHORIZED DISTRIBUTOR IN INDIA.
7.	TECNICAL SPECIFICATIONS OF ITEMS	THE QUOTED PRODUCT SHOULD FULFIL ALL THE TECHNICAL SPECIFICATION LAID IN THE TENDER DOCUMENT MENTIONED IN ANNEXURE-2 (TECNICAL SPECIFICATIONS OF ITEMS). THE BIDDER SHOULD ENCLOSE RELEVANT VATALOGUES, BROCHURES, ETC. IN SUPPORT OF ALL THE ITEMS QUOTED.	THE BIDDER IS REQUIRED TO FURNISH MAKE, MODEL/PART NUMBER OF THE QUOTED ITEM. IF REQUIRED, OKAYUKTA SACHIVALAYA WILL CONFIRM THE SPECIFICATION FROM THE DATA SHEET/DOCUMENTS AVAILABLE ON OFFICAL WEBSITE OF THE MANUFACTURER.
8.	DECLARATION REGARDING QUALIFICATIONS UNDER SECTION 7 OF THE ACT	A DECLARATION REGARDING QUALIFICATIONS OF THE BIDDER AS REQUIRED UNDER SECTION 7 OF THE ACT BE GIVEN IN BID DOCUMENT	ON BIDDER'S LETTER HEAD

  
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## Section 2 : Scope of Work

Lokayukta Sachivalaya wishes to procure items for Supply of Desktop Computer PC & Laser Printer. The broad scope of work will be as under:

1. Supply and Installation:

A. Supply of products - The Successful bidder shall

- I. Supply all the items and provide warranty for all the items supplied and installed.
- II. Supply all the software with genuine licenses under the name of Asstt. Secretary, Lokayukta Sachivalaya, with updates and patches during the warranty period.

B. Installation -

- I. The successful bidder shall install the Items at Lokayukta Sachivalaya, , Development Building, Government Secretariate Premises, Janpath, Jaipur-302005
- II. The successful bidder shall maintain complete configuration (in hardcopy & softcopy) details of all the items supplied and installed by him and the same shall be submitted to Lokayukta Sachivalaya along with the installation report.

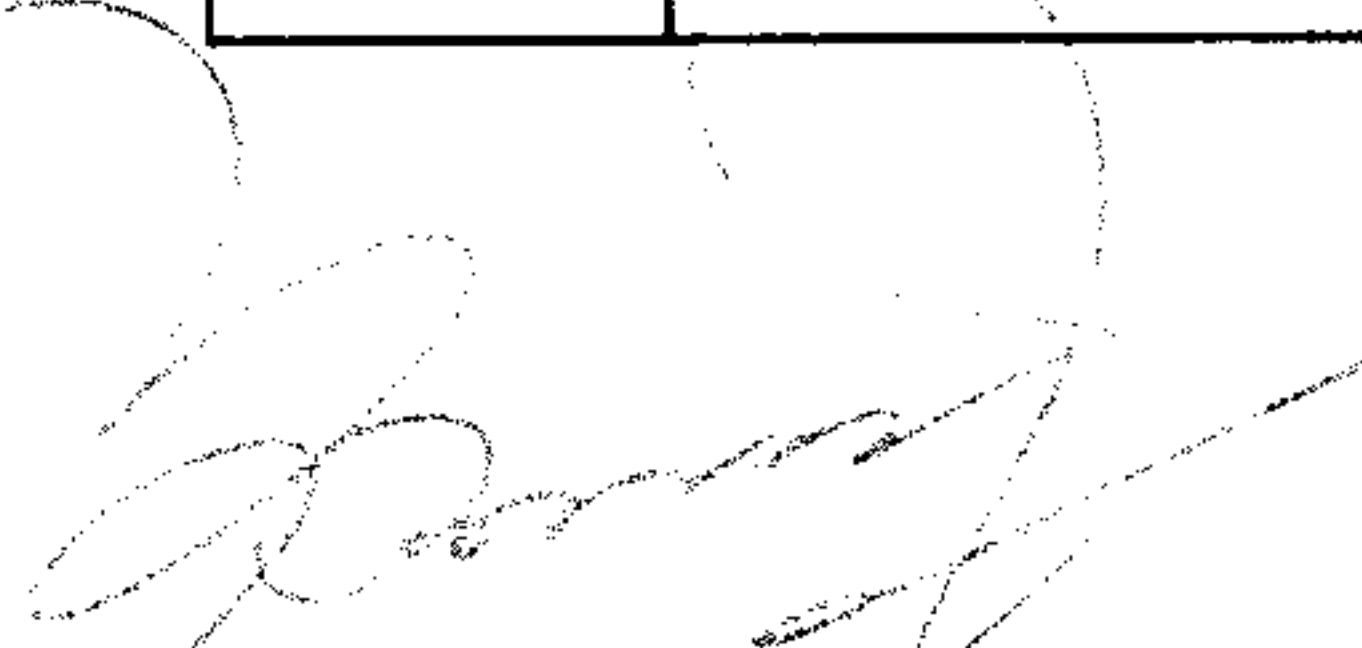
2. Documentation:

The successful bidder should submit delivery and installation Challan(s) with hardware configurations.

3. Project Deliverables, Milestones & Time Schedule:

The successful bidder is expected to carry out all ground work for Supply, Installation including documentation, coordination with Lokayukta Sachivalaya. Certain key deliverables are identified for each of the milestones, which are mentioned hereunder. However, bidder should take approval of templates of all the reports from Lokayukta Sachivalaya before submission of deliverable to purchaser.

S.No.	Event	Deliverables	Timelines	Item Covered
<b>Milestone-1: Item delivery.</b>				
1.	Delivery of items as per Annexure-1 (Bill of Material/ Bill of Quantity).	Delivery Challan signed by the Asstt. Secretary, Lokayukta Sachivalaya.	Within 30 days of Work Order date	All items
<b>Milestone-2: Installation and Commissioning complete in all respect.</b>				
2.	Installation and Commissioning of items as per Annexure-1 (Bill of Material/ Bill of Quantity).	Installation Report (with configuration details) signed by Asstt. Secretary, Lokayukta Sachivalaya	Within 30 days of Work Order date	All items

  
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### Section 3: Instruction to Bidder (ITB)

#### 1. Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and our office website.
- b) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

#### 2. Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

#### 3. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have

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refused the request to extend the period of validity of its Bid.

4. **Format and Signing of Bids**

A Single stage Two part/ cover system shall be followed for the Bid: -

- a. Technical Bid, including fee details, eligibility & technical documents
- b. Financial Bid

B. The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Instrument/ Proof of submission
2.	Bid Security (EMD)	Instrument/ Proof of submission
Authorizations / Undertakings / Declarations		
4.	All the documents mentioned in the "Authorizations / Undertakings / Declarations".	As Per Annexure-3 Part-A: Technical Bid Evaluation Checklist (as per the format mentioned against the respective "Authorizations / Undertakings / Declarations" clause).
Technical Eligibility Documents		
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As Per Annexure-3 Part-B: Technical Bid Evaluation Checklist (as per the format mentioned against the respective 'Eligibility Criteria' clause).

c) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid	As format available in the BID document. As given Annexure -11 and 13
2.	Tax Invoice Details (VAT Component)	As given in Annexure 14

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

5. **Cost & Language of Bidding**

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

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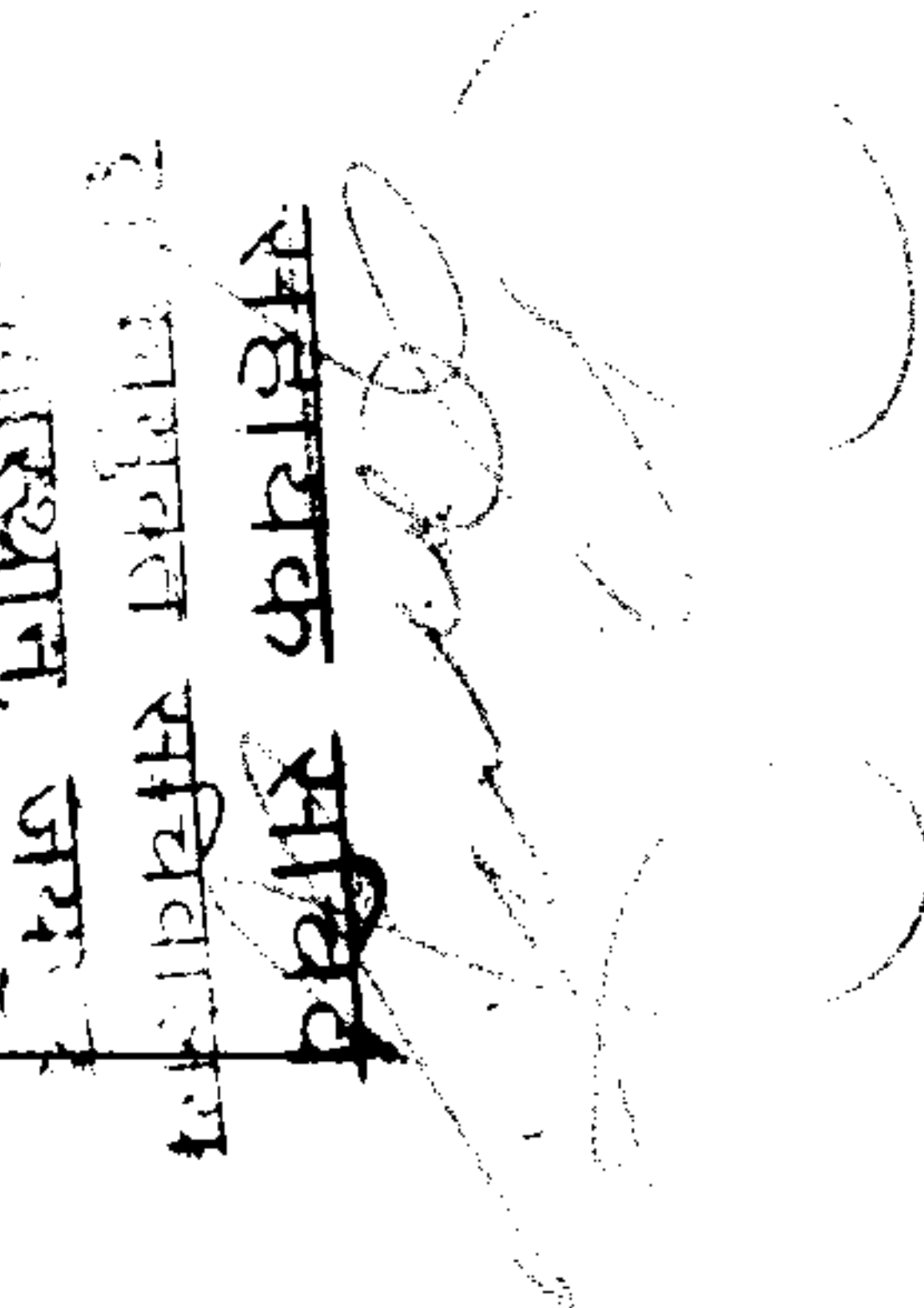
documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**6. Bid Security (EMD):** Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NITB.

a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

In case of open competitive bidding, two stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the state Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited, may however be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of bank guarantee, in specified format as given in the bidding document, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in

  
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the following cases, namely: -

- a. when the bidder withdraws or modifies its bid after opening of bids;
- b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
- c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;  
when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
- d. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- e) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
- f) No interest shall be payable on the bid security (EMD).
- g) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- h) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
  - i. the expiry of validity of bid security;
  - j. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - k. the cancellation of the procurement process; or
  - l. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

#### 7. Deadline for the submission of Bids

Bids shall be received in the manner as defined in the BID document and up to the time and date specified in the NIB.

#### 8. Withdrawal, Substitution, and Modification of Bids

- a) If permitted on NIB, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at NIB.
- b) Bids withdrawn shall not be opened and processes further.

#### 9. Opening of Bids

- a) The Bids shall be opened by the Bid Opening Committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidder's names and addresses. The authority letters, if any, brought by the representatives shall be attached to

the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

- d) All the documents comprising of Technical Bid / Cover shall be downloaded from the sppp portal or our website (only for the bidders who have submitted the prescribed fee(s) to Lokayuta Sachivalaya).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - b. bid is valid for the period, specified in the bidding document;
  - c. bid is unconditional and the bidder has agreed to give the required performance security; and
  - d. other conditions, as specified in the bidding document are fulfilled.
  - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

**10. Selection Method:** The selection method is Least Cost Based Selection (LCBS or L1).

**11. Clarification of Bids**

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

**12. Evaluation & Tabulation of Technical Bids**

**a) Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document .
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  - i. "deviation" is a departure from the requirements specified in the bidding

- document;
- ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
- i. if accepted, shall:-
    1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids**
- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
  - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMI Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
  - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Technical Evaluation Criteria:** Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "Format and Signing of Bids"
- d) Tabulation of Technical Bids**
- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
  - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of

Technical Bids and sign it.

- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed about the date, time and place of opening of their financial Bids.

**13. Evaluation & Tabulation of Financial Bids:** Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the Bid Opening Committee in the presence of the bidders or their representatives who choose to be present
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected;
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3 etc., L1 being the lowest offer and then others in ascending order in case price is the only criteria, OR evaluated and marked H1, H2, H3 etc., in descending order.
- g) The bid shall also be evaluated Item wise and marked L 1, L2, L3 etc. L1 being lowest offer for particular Item and then others in ascending order.
- h) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity
- i) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- j) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

**14. Correction of Arithmetic Errors in Financial Bids:** The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely-

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**15. Comparison of rates of firms outside and those in Rajasthan:** While tabulating the financial Bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

**16. Price/ purchase preference in evaluation:** Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

**17. Negotiations**

- a) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) In case of the lowest financial bid value in total but higher bid value in any one or more item(s), the evaluation committee reserves the right to give the counter-offer to L1 bidder on total bid value (with same lowest values for the Item (s)) in the interest of Lokayukta Sachivalaya. In case L1 bidder on total value rejects the counter-offer then the L1 bidder for particular item(s) will be considered.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

**18. Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - b. the information submitted, concerning the qualifications of the bidder, was materially

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- Inaccurate or incomplete; and
- c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
  - b) A Bid shall be excluded / disqualified as soon as the cause for its exclusion/dissqualification is discovered.
  - c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be :-
    - a. communicated to the concerned bidder in writing;
    - b. published on the State Public Procurement Portal, if applicable.

**19. Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc., were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
  - a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst bidders; and
  - e. the bidder is qualified as per the provisions of pre-qualification / eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

**20. Acceptance of the successful Bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid

- evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
  - c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
  - d) A Bid shall be treated as successful only after the competent authority has approved the Procurement in terms of that Bid.
  - e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
  - f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
  - g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
  - h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
  - i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.
21. **Information and publication of award:** Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.
  22. **Procuring entity's right to accept or reject any or all Bids:** The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.
  23. **Right to vary quantity**
    - a. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased by a specified percentage, but such increase or decrease shall not be more than 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or



other terms and conditions of the Bid and the conditions of contract.

- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**24. Performance Security:**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security (EMD);
  - d. Fixed Deposit Receipt (FDR) of a scheduled bank and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified as above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including

