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ELECTION DEPARTMENT, RAJASTHAN, JAIPUR

Bid Document for open Bid

[Single stage One Envelope Open Offline Bid] for "Annual Maintenance of Computers, Printers and Other Services"

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Important Instructions

- Bidders are advised to thoroughly read the bidding document and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
- 2. Each page of the Bid Document should be signed as a token of acceptance of bid by the authorized signatory or bidder.

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Government of Rajasthan Election Department

NIB (NOTICE INVITING Bids)

S.No: 4933

Dated: 5923

Sealed Single Stage One-envelope Open competitive Offline Bid is invited by Election Department from Service providers related to Computer maintenance Services for "Annual Maintenance of Computers, Printers and Other Services" up to 04:00 PM of 12-09-2023 (last date/time).

S <i>.</i> No.	Name of the items for maintenance	Quantity/numbers Machines		Price of bid document	Validity of bid
1	Computers & Printers	Computer – Around 50 Printers, UPS & Scanners – Around 70	2.25 lacs	100	90 days

- The complete bidding document including the conditions of contract, evaluation and qualification criteria and procedure, bidding forms, etc. can be seen and downloaded from the website <u>http://sppp.rajasthan.gov.in,www.ceorajasthan.nic.in</u>,
- 2. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted to office of CEO Rajasthan Secretariat, Jaipur.
- 3. The bid document fee, bid security fee in the form of demand draft or banker's cheque shall be submitted personally or by post in sealed envelopes up to to the <u>Addl.CEO</u>, <u>Election Department, Rajasthan, Government Secretariat, Jaipur</u>.
- 4. Demand Draft in favour of bid document fee, bid security fee in form of Demand Draft/banker's cheque in favour of "CEO, Rajasthan" payable at "Japur"

Additional Chief Electoral Officer

Election Department, Food Building, Secretariat Jaipur (Rajasthan) - 302005 India

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Government of Rajasthan Election Department NIB (NOTICE INVITING Bid)

Food Building, Secretariat, Jaipur (Rajasthan) - 302005 Telephone: 0141-2227194, 2227638 Fax: 0141-2227794 Email: ceojpr-rj@nic.in

S.No: 4933

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Dated: 5-923

Opne bid is invited by Election Department for "Annual Maintenance of Computers, Printers and Other Services" up to, 04:00 PM of 12-09-2023. Other particulars of the bid may be visited on the procurement portal (www.sppp.raj.nic.in) of the state & department website www.ceorajasthan.nic.in. The approximate value of the procurement in Rs. 2.25 Lacs.

Additional Chief Electoral Officer Election Department, Food Building, Secretariat Jaipur (Rajasthan) - 302005 India

		Data Sheet (B	DS)		
1.	Reference of Invitation of Bids	S.No: F.9(1)(7)	II-A/Elec./EVM/ 2023-24/Dated:		
2.	Name & Address of officer as the Procuring Entity (PE)**	Election Depart Jaipur-302005	tment (ED), Secretariat, Rajasthan		
	and for clarification purposes	Name	Krishna Kunal		
	· ·	Designation	Additional Chief Election Officer		
		Address	Election Department, Food Building, Secretariat, Jaipu (Rajasthan), Jaipur – 302005		
		Phone No.	0141-2227194		
		Fax 0141-2227794			
		E-Mail	ceojpr-rj@nic.in		
3.	Placing Work Order/Payment Authority	Additional Chi- Rajasthan, Jaipur	ef Electoral Officer (Add.CEO)		
4.	Subject Matter of Procurement	"Open bid is invit	ted by Election Department for Annua f Computers, Printers and Other		
5	Period of Contract	One year			
6.	Bid Procedure		gle envelope bidding		
7	Bid Evaluation Criteria(Selection Method)	Work will be al	lotted on lowest rate to L1 firm, ir work may be divided at lowest rate.		
8.	Website for downloading bidding document, Corrigendum's, Addendum etc.	http://sppp.rajasthan.n	.gov.in		
9.	Bid Document Fee	Rs 100/- (Runee	s Five hundred only)		
10.	Estimated Procurement Cost		s. Two Lac twenty five thousand only)		
11.	Bid Security and Mode of				
	Payment	2% of the estimated value [(0.5% of the above procurement of bid in case of Small Scale Industries of			
		Rajasthan, 1% of the value of bid in case of Sick			
	1		asthan (refer details given in this bid)]		
			nt: Bid security deposit in favour of		
			I Officer, Rajasthan" payable at		
		"Jaipur" of Schee			
12.	Period of Sale of Bidding		9-2023 04:00 Hrs.		
^ <i></i> ,	Document (Start/End Date)		9-2023 12:00 Hrs.		
13.	Pre Bid Querries		es Submission: 08-09-2023(Office		
1.5.			n no query would be accepted & also		
			e sent to the prescribed E-Mail only		
]			y & softcopy both should be sent		
			address ceojpr-rj@nic.in). Queries		
			ny other method will not be treated		
	ites it it		ill not be entertained.		
14.	Submission of Banker's	Start Data 07	10 1012 04:00 DN4		
1 4 .	Cheque/DD for Tender Fee, Bid Security		09-2023, 04:00PM 09-2023, 02:00PM		
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15.	Date for the Submission of Bids	Manner: Offline Bid Submission, at Additional CEO, Food Building, Secretariat, Jaipur, Rajasthan up to 12-09-2023 till 04:00 Hrs.
16.	Date/Time/Place of Bid	12-09-2023, 05:00 PM
	Opening	Place: Chamber of Additional CEO, Food Building,
		Secretariat, Jaipur
17.	Bid Validity	90 days from the bid submission last date of bid
	-	submission
18	Language of Bid	English/Hindi
19.	Alternate Bids	Not Permitted
20.	Bid Submitted	Original Bid: Unconditional and with no deviation
21.	Bidder's Detail	
22.	Name of Bidder	
23	Address of Correspondence	
	Name of Authorized Signatory	
	Mobile Number 1	
I	Mobile Number 2 (if any) Telephone Number	
1	Fax Number	
	Name of Website	
	E-Mail 1	
	E-Mail 2	

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SCOPE, REQUIREMENT & QUALIFICATION CRITERIA

1. Scope:

Election department Rajasthan requires experienced and efficient firms for annual maintenance of Computers, Printers and Scanners. Replacement of major items will also be done by the selected firms if required. The rate quotes of bid will be in two parts (A) Services for annual maintenance (B) Replacement of major parts.

Payment for annual maintenance services will be fixed (A) and payment for replacement of parts will be made on L1 approved rates if parts are replaced.

2. <u>Specifications of Computer & Peripherals for Maintenance</u> <u>A.</u>

5.N.	Name of Computer & Peripherals	Qty.
1	2	3
	Computer	
1	Nodes HCL i3	2
2	Nodes HCL i5	4
3	Nodes Acer i5	34
4	Nodes HP i7	9
5	Nodes Lenovo i5 (All-in-One)	1
6	Nodes Dell i7 (All-in-One)	1
	Total	51
	Scanner	
7	Scanner HP 3000 sz	3
8	Scanner HP 8270	5
_	Total	8

	UPS	
9	5-KVA	1
10	0.8-KVA	18
	Total	19
	Laser Printers/MFPs	
11	Cannon LBP 3300	4
14	HP 1606 dn	10
15	HP 3015 dn	2
16	HP 425 MFP	4
17	Penasonic 1530 MFD	2
18	HP MFP M227fdn	5
19	HP Colour M254 NW	1
20	Samsung M2876 ND	1
21	HP 226 DW	1
22	RICOH 310 DN	8
	Total	38

<u>B.</u>

Parts which may require replacement:-

For Computer

SMPS

• For Printer

Telon

Any

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Pressure Rollar

These parts may or may not require replacemant. However, rates are to be quoted by bidder and these approved rates may be used as and when required.

Conditions : (1) The Approved Bidder whose tender is accepted shall provide services as & when required by department.

- (II) Approved Bidder will be responsible for services related to maintenance and repairs of all parts of computers, asseceries and printers.
- (III) If after visit & attendence for service related item is still not functional Approved Bidder/Service Provider will submit the reason in writing to the department.
- (IV) Approved Bidder shall attend the complaint calls within as per the schedule given below:

S.N.	Particulars	Computers, printers Etc		
1.	Complaints calls to be attended from the time of lodging complaint			
2.	Approved Bidder shall provide a standby when the fault is not rectifiable from the time lodging complaint within	3 days after the day, the complaint has been lodged.		
3.	Standby is to be replaced by the original machine from date of lodging complaint within	15 days after the day, the call has been lodged.		

If the approved bidder fails to do so department shall be free to arrange maintenance services and the extra cost incurred shall be recoverable from the approved bidder.

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Process of selection: (V)

The bids are being invited as open competitive single envelope offline bid as per RTPP rule. Required documents and rates will be submitted in single envelope. L1 bidder will be selected for contract.

2. QUALIFICATION CRITERIA

1) A bidder participating in the procurement process shall possess the following minimum pre- qualification/ eligibility criteria.

S. No	Basic Requirement	Specific Requirements	Documents Required	Bidder'sC ompliance (Yes/No)
1	Bidder's Legal	The bidder should be duly	a. Partnership Deed and valid registration certificate with the	
	Entity	registered under either the Rajasthan Shops & Commercial Establishments Act, 1958 or any	Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing the Bid, authorizing	
		other Act of State/ Union.	him to represent all partners of the firm.	
		(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be	 b. Goods and service tax registration certificate Last GST Return file copy 	
		submitted by the bidder) OR	Officer and Permanent Account Number (PAN) issued by Income-	
		A company registered under Indian Companies Act, 1956/2013	Tax Department. c. Address of residence and office ,telephone numbers email address, if any in case of sole Proprietorship.	
		A partnership firm registered under Indian Partnership	d. Registration certificate and	
		Act, 1932.	Memorandum of Association issued by Registrar of Companies in case of a registered	
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			company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid.	
4.	Experience	The firm should have minimum 3 years experience of providing maintenance services for computers & accessories.	 Date of establishment Work orders/Bills of the related work 	
5.	Tax Registration And Clearance	GST Registration Certificate	Copies of GST registration	
			Last GST Return filed copy	-

Note :

1. Though the bid is only on financial criteria the above mentioned Qualifications are to ensure the capacity of the bidder to provide services on time.

Important Information Related to Bid

- 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 prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal.
- 5) Period of Validity of Bids : Mentioned in BDS
- 7) Opening of Bids
 - a) The Bids shall be opened by the DPC 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) PE will evaluate financial bids and L1 bidder will be alloted work.

12) Selection:

- a) Financial bids of Bidders with required documents submitted, shall be opened.
- b) L1 will be preferable and considered

14) Lack of Competition:

In case of situation of lack of competition arises the provision given in RTPP Act, 2012 and RTTP

Rules, 2013 will be followed.

15) Clarification of Bids:

To assist in the examination, evaluation, comparison and qualification of the Bids, the BEC/DPC may, at its discretion, ask any bidder for a clarification regarding its Bid.

18) 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.

19) Negotiations:

Negotiations may, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

20) **Procuring Entity's Right to accept any bid and to reject any or all bids:** The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

21) Information and publication of award:

Information of award of contract shall be published on the Raj. State Public Procurement Portal i.e. <u>http://sppp.rajasthan.gov.in</u>

22) Right to vary quantity:

- a) The procuring entity may increase or decrease the volume of work as per RTPP.
- 23) **Performance Security:** All the successful bidder, have to execute agreement and furnish performance security as 5 % amount of the work order.
- 24) **Execution of agreement:**In the written intimation of acceptance of its Bid sent to the successful short-listed bidders, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost.

25) Confidentiality:

- a. Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- b. Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.

26) Cancellation of procurement process:

a) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement.

27) Code of Integrity for Bidders:

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 a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

28) Conflict of interest:

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT

1) Selected Bidder's Responsibilities:

The Supplier/Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

2) Specifications and Standards:

All items/services a supplied shall strictly conform to the specifications, laid down in the bidding documents.

3) Delivery period as per work order: The time specified for delivery shall be deemed to be the essence of the contract/ as per bidding document and the successful bidders shall arrange supplies within the period on receipt of the work order.

4) Payment Terms:

a) 100% Payment shall be made by the department on time on the basis of quarterly term, after due process on submission of an invoice by the successful bidder in a triplicate for payment:-

5) Penalties:

I. Risk and Cost: In case, the contractor doesn't commence the work as required by Election Department within the stipulated period, the work can be allotted to other bidder at L1 rate at the risk and cost (in case of difference in the cost of supply) of the contractor firm and LD clause shall be attracted to the agency who was placed the order & could not commence the work.

li. Liquidated Damages (LD):

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to complete:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%

o delay exceeding three fourth of the prescribed period: 10%

- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

APPENDIX-A:

GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS

(APPEALS)

(1) Filing an appeal:

- a. If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- **b.** After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) Form and procedure of filing an appeal (Annexed):

(3) Procedure for disposal of appeals:

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-(i) hear all the parties to appeal present before him; and
- c. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- d. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- e. The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

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FORM No. 1

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[See rule 83]

	al No										
fo	re the										
			(First	t / Secor	id Appella	ate Autho	ority)				
		First A	ppella <u>te</u>	Authori	ty: Secret	ta <u>ry, Elec</u>	tion Depa	artm	ient, G	oR	
		Second App	ellate A	uthority	: Princ. S	<u>ecretary</u>	Election	Dep	artme	nt, GoR	<u>R</u>
		of appellant me of the ap		:							
	ii. Off	icial addres	s, if any	:							
	Name and	idential add address of t	he respo	ondent(s	;):						
	ii			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,							
	iii										
	officer/autl omission o appellant is If the Appe of the repre	nd date o nority who j f the Procu aggrieved: llant propos esentative: affidavits ar	passed t ring Enti ses to be	he orde ity in co e represe	r (enclose ontravent ented by	e copy), (ion to th a repres	or a stater e provisio entative, t	men ons	t of a d of the	decisio Act by	n, action / which tl
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Annexure: 1

Date:

NIB No.:

Alternative No., if permitted:

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{Procuring Entity}

Additional Chief Electoral Officer to the Government Office of the Chief Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) - 302005

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document.
- b) We declare that we fulfil the eligibility in conformity with the bidding document and to offer services for maintenance for computer & assoreries. Replacement of parts will be if required.
- c) Our Bid shall be valid for a period as mentioned in the BDS from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
- e) We are not participating, as Bidder in more than one Bid for supply of the subject Goods/Matter in this bidding process in the Bidding Document;
- f) Our firm for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

Name:

In the capacity of:

Signed:

Date:

Duly authorised to sign the Bid for and on behalf of:

Complete Address

Tel:	Fax:	E-mail:

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ANNEXURE: 2

PRE-BID QUERIES'FORMAT{to be filled by the bidder}

Name of the Company/Firm:

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

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

Company/Firm Contacts:

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

Query(ies) / Clarification(s) Sought:

S.No.	Bid Page No.	Bid Clause No.	Existing Clause Details	Query/ Suggestion/ Clarification sought
1.				
2.				
3.				
4.	<i></i>			

Note:-

- Queries must be strictly submitted only in the above prescribed format (.XLS/ .XLSX/ .DOC/ .DOCX) in virus free file. Queries not submitted in the prescribed format will not be considered/ responded at all by the Procurement Entity.
- 2. Prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding document shall be emailed to <u>fa.election@gmail.com</u> and not to be uploaded on website3. The Bidders can submit their queries on or before the scheduled last date after Pre-Bid Meeting to be held along with softcopy, which can be emailed to <u>fa.election@gmail.com</u> with a subject line of <u>"Annual Maintenance of Computers, Printers and Other Services"</u>

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Documents to be Submitted

(Requirement of Services to be provided)

- 1. GST Registration
- 2. PAN Card No.
- 3. Work orders/ Bills as proof of experience of computer maintance and repair services
- 4. Address Proof

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Form No.2

Financial Bid Submission Sheet

Date:

NIB No.:

Τo,

{Procuring Entity} Additional Chief Electoral Officer to the Government Office of the Chief Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) - 302005.

We, the undersigned, declare that:

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a) We have examined and have no reservations to the Bidding Document

- b) We offer to provide services in conformity with the Bidding Document and in accordance with the specifications, requirements -
- c) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- d) We give our in principle consent to be short-listed subject to mutually agree.]
- e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name:	19		
In the capacity of:			<u> </u>
Signed:			
Date:			
Duly authorised to sign	the Bid for and on be	ehalf of:	
Complete Address			
Tel:	Fax:	E-mail:	

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Financial Rate Quotation Format (BoQ)

A. <u>Rates for maintenance and repair services of following</u> <u>Computers & Peripherals on the basis of Annual maintenance</u> <u>contrace</u>

S.N.	Name of Computer & Peripherals	Qty.
1	2	3
	Computer	
1	Nodes HCL i3	2
2	Nodes HCL i5	4
3	Nodes Acer i5	34
4	Nodes HP i7	9
5	Nodes Lenovo i5 (All-in-One)	1
6	Nodes Dell i7 (All-in-One)	- 1
	Total	51
	Scanner	
7	Scanner HP 3000 sz	3
8	Scanner HP 8270	5
	Total	8
	UPS	
9	5-KVA	1
10	0.8-KVA	18
	Total	
~	Laser Printers/MFPs	Real Bridge
ł	which is	dy
7	3 35-	

11	Cannon LBP 3300	4
14	HP 1606 dn	10
15	HP 3015 dn	2
16	HP 425 MFP	4
17	Penasonic 1530 MFD	2
18	HP MFP M227fdn	5
19	HP Colour M254 NW	1
20	Samsung M2876 ND	1
21	HP 226 DW	1
22	RICOH 310 DN	8
	Total	38

Total rates for repairs and maintenance of above all items for one year A- Rates in figures...... Rates in words...... (Including GST)

B. Rates for Parts which may require replacement Parts which may require replacement:-

- For Computer
- 1. SMPS Rates in figures...... Rates in words...... (Including GST)
 - For Printer
- 2. Telon Rates in figures...... Rates in words...... (Including GST)
- 3. Pressure Rollar Rates in figures...... Rates in words...... (Including GST)

<u>Note:-</u> Approved Rates for A maintenance will be paid after successful completion of AMC on quarterly basis. However, for B payment will be made on approved rates only if parts are replaced on submission of invoice and verification by department.

22

Annexure: 8

DRAFT AGREEMENT OF CONTRACT FORMAT

{to be mutually signed by selected bidder and procuring entity}
 (This agreement shall be executed on the non-judicial stamp-paper)

Agreement

An agreement made this day of betwee	An	agreement	made	this		day	of		betweer
--------------------------------------	----	-----------	------	------	--	-----	----	--	---------

(hereinafter called "the Supplier and service provider" [here "the means selected transport agency "]), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/

(name of the Procuring Entity which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for transport services certain Goods and Related Services,

viz.,			1	1		and has	ac	cepted	a Bid	by the
Supplier	and	service	provider	for	providing	services	for	the	sur	n of
			3	1		(amount	in	figures	and	words)

(herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- 2. The bid document issued vide even no. dated and work order no. dated shall be deemed to form and be read and construed as part of this Agreement.
- 3. Period of contract will be to to
- 4. In consideration of the payments to be made by the Procuring Entity to the service provider as indicated in this Agreement, the service provider hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The timelines for the prescribed Scope of Work, requirement of services and deployment of resources shall be effected from the date of work order i.e. ______ and completed by service provider within the period as specified in the bid document and as per directions given by Election Department Rajasthan Jaipur.
- 6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete:-

Delay up to one fourth period of the prescribed delivery period, successful	2.5 %
installation & completion of work	
Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0 %
Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5 %
Delay exceeding three fourth of the prescribed delivery period, successful	10 %

installation &completion of work.

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If 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 work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. 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 supplier
- 7. The RTPP Act, 2012/Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.
- 8. The Election department hereby covenants to pay the Supplier and service provider in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signed By:	Signed By:
()	()
Designation:,	Designation:
Company:	Election Department, Govt. of Rajasthan
In the presence of:	In the presence of:
0	0
Designation:	Designation:
Company:	Election Department, Govt. of Rajasthan
()	0
Designation:	Designation:
Company:	Election Department, Govt. of Rajasthan