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# **E- Bid**

**For**

**Procurement of Mobile Digital Planetarium  
System with required accessories in  
Regional Science Centre and Science Park,  
Jaipur**

**Single Stage – Two Part E- Bid**

**Month January, 2025**



# Bidding Document

## (Procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur)

### Single Stage - Two Part E- Bid

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# Abbreviations

BDS - Bid Data Sheet

BDF - Bidding Forms

BIS - Bureau of Indian Standard

DSC Digital Signature Certificate

eGRAS - Online Government Receipts Accounting System

EQC - Evaluation and Qualification Criteria

FDR - Fixed Deposit Receipt

GCC - General Conditions of Contract

GST – Goods and Service Tax

GSTIN - Goods and Service Tax Identification Number

ITB - Instructions to Bidders

IPC - Interim Payment Certificate

LoA - Letter of Acceptance

Lol - Letter of Intent

MoU - Memorandum of Understanding

NIB - Notice Inviting Bids

O&M - Operations and Maintenance

PAN - Permanent Account Number

RISL Rajcomp Info Services Ltd.

RTTP Act -Rajasthan Transparency in Public Procurement Act

RTTP Rule -Rajasthan Transparency in Public Procurement Rules

SCC - Special Conditions of Contract

SBD- Standard Bidding Document

SoR– Schedule of Requirements

SPFC - State Procurement Facilitation Cell

UBN – Unique Bid Number





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|-----|----------------------------------|---|
| 3.  | <b>Opening of Bids</b>           | Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed.<br><br>The bids shall be opened on the date and time as specified. However, if opening date happens to be a holiday, then the bid will be opened on the next working day.   |
| 4.  | <b>Bid Security</b>              | The amount of Bid Security @2% amounting to INR 38000/- only to be submitted on the date and time mentioned in point No.1. in form of DD/BC in favour of Curator, Regional Science Centre and Science Park, Jaipur, Department of Science and Technology. Seal and signed copy of DD/BC will also be uploaded along with the technical bid. Bid security can also be deposited by any other method described in RTPP Act and rules (Rule-42).   |
| 5.  | <b>Procurement Method</b>        | Single Stage-Two Part,<br>National Competitive e- Bidding (Lump sum Contract)   |
| 6.  | <b>Scope of Bid</b>              | In support of the Invitation to Bid for National Competitive Bidding the Procuring Entity, Project Director, Department of Science and Technology, Jaipur issues this Bidding Document for procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur   |
| 7.  | <b>Bid Evaluation Method</b>     | Lowest Priced Bid Method.   |
| 8.  | <b>Bidding Mechanism</b>         | Bidding will be conducted via e-procurement portal.   |
| 9.  | <b>Detailed Bid available on</b> | <ul style="list-style-type: none"> <li>● State Public Procurement Portal (SPPP)- <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a></li> <li>● e-procurement portal- <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a> - Detailed BOQ in MS Excel is made available</li> <li>● Department website <a href="http://dst.rajasthan.gov.in">http://dst.rajasthan.gov.in</a></li> </ul>   |
| 10. | <b>Key Notes</b>                 | <p>a) No conditional or partial or incomplete bid shall be accepted.</p> <p>b) Price of bid document and processing fee or user charges once submitted shall not be refunded.</p> <p>c) Proof of payment of bid document fee and processing fees paid via e-GRAS and payment of Bid security paid via Demand Draft or Banker's Cheque should be physically submitted to Procuring Entity at Science Park, Jaipur before bid (Techno-commercial and Financial) submission closing Date and Time.</p> <p>d) Bids shall be submitted electronically on e-procurement portal with valid digital signature certificate (DSC) before the specified time and date, by following the procedure for submission of bids on the e-Procurement Portal i.e. <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>.</p> <p>e) The Procuring Entity shall not be responsible for delay in online submission due to any reason. The electronic bidding system would not allow any late submission of bids.</p> <p>f) The Procuring Entity is not bound to accept the Lowest priced Bid and may reject any, or all bids.</p> |

  
Project Director

Department of Science & Technology  
Shastri Nagar, Jaipur






Government of Rajasthan  
Department of Science and Technology  
Regional Science Centre and Science Park, Shastri Nagar, Jaipur, Phone: 0141-2304654  
Website- <http://dst.rajasthan.gov.in>, E-mail- [scienceparkjaipur@gmail.com](mailto:scienceparkjaipur@gmail.com)

File Number:- F.8(13)DST/RSC/2024-25/PortableTaramandal/3624


Date: 27.12.2024

**NOTICE INVITING E- BID**

**NIB No**

Bids for procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur are invited from interested bidders up to **27.01.2025 by 02:00 PM**. Other particulars of the bid may be visited on the procurement portal <https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in> and department website <http://dst.rajasthan.gov.in>. The approximate value of procurement is Rs. 19.00 Lakh.

UBN :

  
**Project Director**  
Department of Science & Technology  
Shastri Nagar, Jaipur



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Signature of Bidder 

# VOLUME I — Bidding Procedure

## Section I: Instructions to Bidders

Important Instruction: The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act are into force in Rajasthan, which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>.

Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail. For the clauses of ITB wherein references have been given to Sections of RTPP Act 2012 (herein after referred as ‘RTPP Act’) or of RTPP Rule 2013 (hereinafter referred as ‘RTPP Rules’), bidders shall refer to the respective Sections or Rule.

Some of the provisions like sample clause, inspection etc. are based on GF&AR Part II which is also available on the website <https://sppp.rajasthan.gov.in>. Bidders are advised to look into the respective clauses of GF&AR Part II for detailed guidance.

### 1. General

|      |  |        |  |
|------|--|--------|--|
| 1.1. | <b>Scope of Bid</b>  | 1.1.1. | In support of the Invitation to Bid for National Competitive Bidding the Procuring Entity, Project Director, Department of Science and Technology, Jaipur issues this Bidding Document for procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur at lowest cost from the responsive bidder.   |
|      |  | 1.1.2. | The successful Bidder will be expected to complete the delivery of the Goods within 21 days of issuing work order.   |
| 1.2. | <b>Compliance with RTPP Act &amp; Rules – Code of Integrity and Conflict of Interest</b> | 1.2.1. | Bidder to ensure compliance with RTPP ACT & Rules, primarily following:-<br><ol style="list-style-type: none"><li>i. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.</li><li>ii. 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. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule-81(3) of RTPP Rules.</li><li>iii. Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.</li></ol> |
| 1.3. | <b>Eligible Bidders</b>  | 1.3.1. | <ol style="list-style-type: none"><li>i. Each bidder shall be registered as per requirements stated in qualification and evaluation criteria of this bid document.</li><li>ii. Each Bidder shall submit only one Bid. Multiple Bids submitted by a bidder shall be summarily rejected.</li><li>iii. If a Bidder is debarred under Section 46 of the RTPP Act and the period of</li></ol>   |

|      |   |        |   |
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|      |   |        | <p>debarment overlap with the bidding period then the Bidder shall not be eligible to participate in any procurement process undertaken by:</p> <p>a) any Procuring Entity, if debarred by the State Government; and</p> <p>b) a Procuring Entity if debarred by such procuring Entity.</p> <p>iv. A Bidder, and all parties constituting the Bidder, shall have the nationality of India.</p> <p>v. All Goods to be supplied under the Contract shall have India as their country of origin. The bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the competent authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&amp;T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021</p> |
| 1.4. | <b>Procuring entity's right to accept or reject any or all bids</b> | 1.4.1. | As per Rule 72 of RTPP Rules, 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 award of contract, without thereby incurring any liability to the bidders.   |

## 2. Contents of Bidding Document

|      |  |        |   |
|------|--|--------|---|
| 2.1. | <b>Sections of the Bidding Document</b>  | 2.1.1. | <p>The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with Notice Inviting Bids and any Addenda issued in accordance with ITB Clause 2.3 [Changes in the Bidding Document].</p> <p>I. Section I Instructions to Bidders (ITB)</p> <p>II. Section II. Bid Data Sheet (BDS)</p> <p>III. Section III. Evaluation and Qualification Criteria</p> <p><b>IV.</b> Section IV. Bidding Forms</p> <p>V. Section V. Schedule of Requirements (SoS)</p> <p>VI. Section VI A. General Conditions of Contract [GCC]</p> <p>VII. Section VI B. Special Conditions of Contract [SCC]</p> <p>VIII. Section VI C. Contract Forms</p> |
|      |  | 2.1.2. | <p>The complete bidding document is made available for downloading from the website:-</p> <p>State Public Procurement Portal (SPPP):- <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a></p> <p>e-procurement portal:- <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a></p> <p>department website:- <a href="http://dst.rajasthan.gov.in">http://dst.rajasthan.gov.in</a></p>   |
|      |  | 2.1.3. | The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal.   |
| 2.2. | <b>Clarification of Bidding Document</b> | 2.2.1. | Time limit for submission of pre-bid query is As specified in the <b>BDS</b> .  |

Signature of Bidder



|      |  |        |  |
|------|--|--------|--|
|      |  | 2.2.2. | The Bidder or his authorized representative may attend the Pre- Bid Conference at specified date and time.<br><br>Bidders can visit and examine the site where the Goods are to be provided/ installed. The costs of visiting the site shall be at the Bidder's own expense and risks. |
|      |  | 2.2.3. | Bidders shall be responsible to access the specified websites and downloading request for clarifications and responses or Minutes of Meeting if any published, along with requests for clarifications and responses, before submitting the Bid.  |
| 2.3. | <b>Changes to the Bidding Document</b> | 2.3.1. | Any addendum/ <i>corrigendum</i> issued shall be a part of the Bidding Document and may be uploaded on the SPPP and e-Procurement portal for prospective bidders to download.  |
| 2.4. | <b>Bid Dates/ Key Timelines</b>        | 2.4.1. | As specified in the <b>BDS</b>   |

### 3. Preparation of Bids

|      |                                     |        |  |
|------|-------------------------------------|--------|--|
| 3.1. | <b>Cost of Bidding</b>              | 3.1.1. | 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.   |
| 3.2. | <b>Language of Bid</b>              | 3.2.1. | The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in Hindi or English or both the languages.   |
| 3.3. | <b>Documents Comprising the Bid</b> | 3.3.1. | The Bid shall comprise two parts submitted simultaneously, as follows-<br>(i) First part comprises of Techno-commercial Bid (in PDF File), of the documents as provided in Section IV: Bidding Forms without any alternation in the specified formats and any other documents besides standard Bidding Forms which are required to be submitted and the scanned copies of the Techno-commercial Bid in PDF format shall be uploaded on the e-procurement portal.<br>(ii) Second part comprises of Financial Bid (in MS-Excel File) as specified in BDS.<br><br>Both the parts, Techno-commercial Bid and Financial Bid shall be uploaded on e-procurement portal <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> . |
|      |                                     | 3.3.2. | The Techno-commercial Bid shall not include any financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.   |
| 3.4. | <b>Bid Prices</b>                   | 3.4.1. | The prices quoted by the Bidder in the Letter of Bid – Financial Part and in the Activity Schedule(s) shall conform to the requirements specified below.<br><br>1. Bidders shall quote for the entire Supply of goods on a “single responsibility” basis.<br>2. The Bid price (All Inclusive) shall include all the Supplier's responsibilities and obligations mentioned in or to be reasonably   |





Signature of Bidder

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|      |  |        | inferred from the bidding document.  |
|      |  | 3.4.2. | Bidders shall upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet.   |
|      |  | 3.4.3. | Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.   |
| 3.5. | <b>Currencies of Bid.</b>                                      | 3.5.1. | The currency of the Bid and the currency of payments shall be the Indian Rupees.   |
| 3.6. | <b>Documents Establishing the Qualifications of the Bidder</b> | 3.6.1. | To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Techno-commercial Bid the documentary evidence indicated for each qualification criteria specified in Section III [Evaluation and Qualification Criteria]. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Procuring Entity's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.  |
|      |  | 3.6.2. | All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan, activity schedule, and other documents as necessary.   |
| 3.7. | <b>Period of Validity of Bids</b>                              | 3.7.1. | As per Rule 48(1) of the RTPP Rules, Bids shall remain valid for the period <b>specified in the BDS</b> after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.   |
| 3.8. | <b>Bid Security</b>  | 3.8.1. | The Bidder shall furnish as part of its Bid, a Bid Security in original form, as per Rule 42 of RTPP Rules, <b>as specified in BDS</b> .<br><ol style="list-style-type: none"> <li>1. Bid security in form of Bank Guarantee must remain valid thirty days beyond the original or extended validity period of the bid in accordance with Rule 42 (6) of RTPP Rules.</li> <li>2. As per Rule 42(5) of RTPP Rules 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. Bid Security can be refunded on request after completion and notification of technical bid evaluation.</li> <li>3. 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 as per Rule 42 (12) of RTPP Rules. No interest will be paid by the Procuring Entity on the amount of Bid Security.</li> </ol> |
|      |  | 3.8.2. | Bid Security will be paid in the form of banker's cheque or bank demand draft, in specified format, of a Scheduled Bank in India. It can also be deposited by any other method described in RTPP Act and rules.  |

|      |                                  |        |  |
|------|----------------------------------|--------|--|
|      |                                  | 3.8.3. | Soft copy of Bid Security instrument or receipt of Bid Security shall necessarily accompany the online Bid. Any online Bid not accompanied by a proof of payment of Bid Security, shall be liable to be rejected. The original banker's cheque or demand draft or physical copy of proof payment through cash should reach procuring entity office before bid opening date and time at the address of the procuring entity specified in BDS.   |
|      |                                  | 3.8.4. | The Rule 42 (11) RTPP Rules, shall apply regarding forfeiture of the Bid Security taken from a Bidder.   |
| 3.9. | <b>Format and Signing of Bid</b> | 3.9.1. | The Bidder shall prepare the Techno-commercial Bid and the Financial Bid in the digital /electronic mode for uploading on e-Procurement website in the format/ type of file specified in ITB and all pages shall be serially numbered.   |
|      |                                  | 3.9.2. | All the documents uploaded should be digitally signed with the DSC by the Bidder or a person duly authorized to sign on behalf of the Bidder, which means that all the pages of the uploaded documents are signed.<br><br>In case the Bidder is not the proprietor then the Bidder has to submit Power of Attorney for signing the Bid in Non-Judicial Stamp Paper. An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid. |
|      |                                  | 3.9.3. | Any amendments shall be valid only if they are digitally signed by the authorized person by the bidder for digitally signing the Bid.  |

#### 4. Submission and Opening of Techno-Commercial Bids

|     |  |       |  |
|-----|--|-------|--|
| 4.1 | <b>Submission of Bids</b>              | 4.1.1 | Bidders shall submit their Bids, both Technical and Financial Bid, online electronically at e-procurement portal only. Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified in Bidders Manual Kit available on the State e-Procurement Portal and the same shall govern the procedure for submission and opening of bid. All the documents including bid documents are required to be signed physically and digitally by the authorized signatory of the bidder. This shall be treated as acknowledgement of bid submission. Bid(s) submitted in any other mode(s) like physical, email, etc. will be rejected and shall be treated as non-responsive. |
| 4.2 | <b>Deadline for Submission of Bids</b> | 4.2.1 | Bids shall be uploaded online on e-procurement Portal, no later than the time and date specified in the Notice Inviting Bids or <b>as specified in the BDS</b> or an extension issued thereof.   |
|     |  | 4.2.2 | As per Rule 52 (2) of the RTPP Rules, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause, in which case all rights and obligations of the Procurement Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.  |
| 4.3 | <b>Late Bids</b>                       | 4.3.1 | The electronic bidding system would not allow any late submission of bids after due date & time as per server time.  |






Signature of Bidder

|     |  |       |  |
|-----|--|-------|--|
| 4.4 | <b>Withdrawal, Substitution and Modification of Bids</b> | 4.4.1 | Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids specified by the Bidder on the Letter of Bid or any extended date thereof, as per procedure specified in Bidder Manual Kit.   |
|     |  | 4.4.2 | As per Rule 54 (3) of the RTPP Rules, in the e-procurement portal, no Bids are allowed for withdrawal, substitution or modification in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB. [Period of Validity of Bids] or any extension thereof. |
| 4.5 | <b>Online Opening of Technical Bid</b>                   | 4.5.1 | Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed. The bidders may witness the electronic bid opening procedure online at the place. Date and time <b>as specified in the BDS.</b>  |
|     |  | 4.5.2 | Cover marked as "FINANCIAL COVER" shall not be opened with TECHNICAL COVER. It will be opened after intimation of date and time to bidders.  |

## 5. Evaluation of Bids – General Provisions

|     |   |       |  |
|-----|---|-------|--|
| 5.1 | <b>Confidentiality</b>  | 5.1.1 | Information relating to the examination, evaluation, comparison, and post-qualification of both, Technical and Financial 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.   |
|     |   | 5.1.2 | 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.   |
| 5.2 | <b>Clarification of Techno Commercial Bids</b>                          | 5.2.1 | Clarification of Bid can be taken as per Rule 60 of RTPP Rules.<br>Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.<br>If a Bidder does not provide clarifications of its Bid by the date and time set in the Procurement Entity's request for clarification, its Bid may be rejected. |
| 5.3 | <b>Deviations, Reservations and Omissions in Techno-commercial Bids</b> | 5.3.1 | Deviation, Reservation and Omission will be as per the Rule 59(2) of RTPP Rules. A material deviation, reservation, or omission will be considered as per Rule 59 (3) of RTPP Rules.   |

## 6. Evaluation of Techno-commercial Bids

|     |                                |       |  |
|-----|--------------------------------|-------|--|
| 6.1 | <b>Preliminary Examination</b> | 6.1.1 | To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules and all the documents specified in Qualification Criteria of Evaluation and Qualification Criteria. |
|-----|--------------------------------|-------|--|

Signature of Bidder

|     |   |       |  |
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|     |   |       | If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected.  |
| 6.2 | <b>Techno-commercial Examination</b>                | 6.2.1 | To determine the Bid as Techno-commercially Responsive the Bidder has to submit documents and comply with requirements as specified in the Techno-commercial Requirement <b>Qualification Criteria</b> and also submit documents as specified in Additional Techno-commercial Evaluation in <b>Qualification Criteria</b> .  |
| 6.3 | <b>Exclusion of Bids</b>                            | 6.3.1 | As per Rule 62 of RTPP Rules a procuring entity shall exclude a bid in accordance with the provisions Section 25 of RTPP Act.  |
| 6.4 | <b>Notification of Techno-commercial Evaluation</b> | 6.4.1 | Following the completion of the evaluation of the Techno-commercial Parts of Bids, the Procuring Entity shall make the following notifications: <ul style="list-style-type: none"> <li>I. Notify in writing/communicate through electronic media those Bidders whose Bids were considered substantially non-responsive to the requirements in the Bid, advising them of the following information: <ul style="list-style-type: none"> <li>a. The grounds on which their Techno-commercial Part has been considered non-responsive.</li> <li>b. Their online "Financial Bid" will remain unopened.</li> </ul> </li> <li>II. Simultaneously, notify in writing/communicate through electronic media those Bidders whose Bids were considered substantially responsive to the requirements in the Bid, advising them that their Bid has been evaluated as substantially responsive to the Bid; and</li> <li>III. Notify substantially responsive bidders about the date and time of the public opening of the online financial bids.</li> </ul> |

## 7. Opening and Evaluation of Financial Bids

|      |   |        |  |
|------|---|--------|--|
| 7.1. | <b>Public Opening of Financial Bids</b>                 | 7.1.1. | Financial Bids will be opened online as per procedure as specified on the e-Procurement Portal. The bidders may witness the electronic bid opening procedure online.   |
| 7.2. | <b>Evaluation of Financial Bids</b>                     | 7.2.1. | To evaluate each Bidder's Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> <li>(a) Letter of Financial Bid as per Section IV- Bidding Forms.</li> <li>(b) the Bid price are Submitted as per Bid Submission Sheet and Price Schedules provided in Section IV.</li> </ul>   |
| 7.3. | <b>Comparisons of Bids to select Lowest Priced Bids</b> | 7.3.1. | As per Rule 58 of RTPP Rules, The Procuring Entity shall compare all substantially responsive Bids to determine the either Lowest priced Bid as per combined Evaluation of Technical & Financial Bids, in accordance with ITB Clause 7.3 [Evaluation of Financial Bids] and mentioned in Method of Evaluation in Section III Evaluation and Qualification Criteria.  |
| 7.4. | <b>Negotiations</b>                                     | 7.4.1. | Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself. Circumstances under which negotiations are to held and the method of negotiation would be as per Rule 69 of RTPP Rules. |





Signature of Bidder

## 8. Award of Contract

|      |   |        |  |
|------|---|--------|--|
| 8.1. | <b>Acceptance of the successful Bid and award of contract</b> | 8.1.1. | <p>As per Rule 70 (5) of RTPP Rules, the Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated Bid in accordance with the evaluation criteria set out in Section III, Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily. The successful Bid is the Bid of the Bidder that meets the Qualification Criteria, and whose Bid has been determined to be:</p> <ul style="list-style-type: none"> <li>(a) substantially responsive to the Bid; and</li> <li>(b) lowest evaluated bid that meets the qualifying criteria</li> </ul>   |
|      |   | 8.1.2. | <p>As per Rule 70 (8) of RTPP Rules, if the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful 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 successful Bidder given in its Bid.</p>  |
|      |   | 8.1.3. | <p>As per Section 27 (3) of RTPP Act and Rule 71 of RTPP Rules, Information of award of contract shall be communicated to all participating bidders and published on the State Public Procurement Portal.</p>  |
| 8.2. | <b>Procuring Entity's Right to Vary Quantities</b>            | 8.2.1. | <p>Procuring Entity right to vary quantity of requirements would be as per Rule 73 of RTPP Rules.</p>  |
| 8.3. | <b>Signing of Contract</b>                                    | 8.3.1. | <p>As per Rule 70 (7) of RTPP Rules, in the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a notarized non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security within a period <b>specified in the BDS</b> or where the period <b>is not specified in the BDS</b>, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. The stamp paper valued as per rule, issued in the State of Rajasthan should be used for contract signing.</p> |
|      |   | 8.3.2. | <p>As per RTPP Rule 76 (3), if the Bidder, whose Bid has been accepted, fails to sign a written contract or fails to furnish the required Performance Security, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder and take required action against it as per the provisions of the Act and the Rules.</p>   |
|      |   | 8.3.3. | <p>As per RTPP 2013 Rule Clause 70 (9), the Bid Security of the Bidders whose Bids are not selected for award shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.</p>   |






|      |                             |        |   |
|------|-----------------------------|--------|---|
| 8.4. | <b>Performance Security</b> | 8.4.1. | <p>a) Performance Security (form, value and validity) shall be dealt as per Rule 75 of RTPP Rules.</p> <p>b) Performance security shall be furnished in any one of the following forms</p> <ul style="list-style-type: none"> <li>(i) deposit through e-GRAS;</li> <li>(ii) Bank Draft or Banker's Cheque of a scheduled bank;</li> <li>(iii) 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 the bid and formally transferred in the name of procuring entity with the approval of Head Post-Master.</li> <li>(iv) Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTPP Rule for bid-security.</li> <li>(v) Fixed Deposit Receipt (FDR) of scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The Procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed deposit Receipt 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.</li> <li>(vi) As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through e-GRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.</li> </ul> |
|      |                             | 8.4.2. | The currency of Performance Security shall be Indian Rupees.  |
|      |                             | 8.4.3. | As per Rule 76(3) OF RTPP Rules, failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next Lowest priced Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.  |
|      |                             | 8.4.4. | <p><b>Forfeiture of Performance Security: -</b></p> <p>The Performance Security may be forfeited and credited to the Procuring Entity's account in the event of the following cases: -</p> <ul style="list-style-type: none"> <li>(i) Upon occurrence of Bidder default or fails to make provision of Supply of goods satisfactorily within the time specified, the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or</li> <li>(ii) If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.</li> </ul> <p>The Procuring Entity will give Notice of reasonable time in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>   |

|     |  |       |   |
|-----|--|-------|---|
| 8.5 | <b>Additional Performance Security</b> | 8.5.1 | <p>If the bid of successful bidder is unbalanced, which means,</p> <p>(i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value;</p> <p>(ii) Estimated Bid Value means value of subject matter of procurement mentioned in bidding documents by the Procuring Entity;</p> <p>(iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder;</p> <p>In such case, in addition to Performance Security as specified in Rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's, Cheque, Government Securities or Bank Guarantee according to procedure as described under GCC Clause No 8.5.1 [Performance Security].</p> |
|-----|--|-------|---|

## 9. Punishments

|      |                    |        |   |
|------|--------------------|--------|---|
| 9.1. | <b>Punishments</b> | 9.1.1. | <p>If the Bidder interferes with the procurement process or withdraws from the procurement process or breaches code of integrity or convicted of an offence during the procurement process or performance of the contract, then following actions can be taken by Procuring Entity:-</p> <p>i. As per Section 42 of RTPP Act, the Bidder could be punished with fine which may extend to ten percent of the assessed value of procurement besides forfeiture of Performance Security; and/or</p> <p>ii. As per Section 46 of RTPP Act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three (03) years.</p> |
|------|--------------------|--------|---|

## 10. Procurement Appeals

|      |                            |        |  |
|------|----------------------------|--------|--|
| 10.1 | <b>Procurement Appeals</b> | 10.1.1 | <p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, <b>as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules.</b></p> |
|------|----------------------------|--------|--|

## 11. Exclusive Jurisdiction

|      |                               |        |  |
|------|-------------------------------|--------|--|
| 11.1 | <b>Jurisdiction of Courts</b> | 11.1.1 | <p>The Courts of Rajasthan, Jaipur <b>as specified in BDS</b> shall alone have exclusive jurisdiction in respect of all claims and matters arising under the contract for Supplying of goods, or as the case may be.</p> |
|------|-------------------------------|--------|--|



# Section II: Bid Data Sheet

## 1. General

|                  |  |
|------------------|--|
| <b>ITB 1.1.1</b> | <p>The number of the Notice Inviting Bids is DST/RSC/E-Tender/goods/19 Lakh/2024-25/2</p> <p>Type of Bidding procedure is <b>National Competitive Bidding (NCB)</b></p> <p>The Name of Request for Bid is:- Procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur</p> <p>The Procuring Entity is:- Project Director, Department of Science and Technology, Jaipur</p> <p>This procurement is for:- Fixed Requirement</p> <p>Contract will be placed on Single firm.</p> |
| <b>ITB 1.1.2</b> | <p>Successful Bidder should do Supply, Installation, Testing and Commissioning of Mobile Digital Planetarium System (1 system) and required accessories within the period of 21 days after receiving the award of contract. Comprehensive warranty period will be three years.</p>   |
| <b>ITB 1.1.3</b> | <p>Joint Venture will not be allowed.</p>  |

## 2. Contents of Bidding Document

|                  |   |  |  |
|------------------|---|--|--|
| <b>ITB 2.1.2</b> | The Department's website is <a href="http://dst.rajasthan.gov.in">http://dst.rajasthan.gov.in</a>   |  |  |
| <b>ITB 2.2.1</b> | Time limit for submission of pre-bid query is till 06:00 PM. on <b>12.01.2025</b> . Queries may be sent through e-mail or hard copy. Queries received after time limit will not be considered.  |  |  |
| <b>ITB 2.2.2</b> | <p>The Bidder can visit the sites – Yes</p> <p>A Pre-Bid conference will be held. The time and date will be <b>13.01.2025</b> at 11:00 AM and other details are:</p> <p>Name and Designation of the Procuring Entity: Project Director</p> <p>Complete Address:- Department of Science and Technology, Shastri Nagar, Jaipur 302016</p> <p>Telephone No. with STD Code: 0141-2304654</p> <p>Email address: scienceparkjaipur.dst@rajasthan.gov.in</p> |  |  |
| <b>ITB 2.3.1</b> | The time limit for uploading of clarification on query of ITB 1.6.1 or pre-bid conference minutes of ITB 1.6.4 is 03.01.2025 06:00 PM.  |  |  |
| <b>ITB 2.4.1</b> | Bid Publishing  | <b>08.01.2025</b>  |  |
|                  | Document Download/Sale Start Date   | <b>08.01.2025</b>  |  |
|                  | Pre-Bid Meeting Date & Time   | <b>13.01.2025 11:00 A.M.</b>   |  |
|                  | Bid Submission Start Date & Time  | <b>16.01.2025 10:00 A.M.</b>   |  |
|                  | Submission closing date and time for Bid document fee, RISL processing fee, Bid security amount and form tech 2(power of attorney for signing of Bid )  | <b>27.01.2025 02:00 P.M. at Department of Science and Technology, Jaipur</b> |  |
|                  | Bid (Techno-commercial and financial) Submission Closing Date and Time  | <b>27.01.2025 02:00 PM</b>   |  |
|                  | Bid (Techno-commercial) opening Date and Time   | <b>27.01.2025 03:00 PM</b>   |  |
|                  | Bid (Financial) opening Date and Time   | <b>will be intimated through e-proc/mail.</b>                                |  |





### 3. Preparation of Bids

|           |   |
|-----------|---|
| ITB 3.1.1 | The amount of bid document fee and RISL processing fee are to be submitted necessarily under this Department 93-Science & Technology, Office 28500-Curator, Regional Science Centre and Science Park, Jaipur through e-grass challan in the following budget heads: -<br>Bid document Fee 0075-00-800-52-01<br>RISL processing Fee 8658-00-102-16-01<br>Seal and signed in original of above challan will have to be submitted to this office on the date and time mentioned in point No.1. Seal and signed copy of this challan will also be uploaded along with the technical bid. Regarding depositing of Bid document fee, RISL processing fee and Bid Security amount, finance department circular dated 27.04.2020 is applicable. |
| ITB 3.2.1 | The Bids shall remain valid for the period of 90 days from the Bid submission deadline date.  |
| ITB 3.3.1 | The Bidder shall furnish a bid security in the amount of 38000 INR. (2% of the estimated cost)  |
| ITB 3.3.2 | The bid security must be valid for 30 days beyond the Bid Validity period.  |

### 4. Submission and Opening of Bids:-

|           |   |
|-----------|---|
| ITB 4.1.1 | The deadline for Bid submission is: <b>27-01-2025 2:00 P.M.</b>   |
| ITB 4.2.1 | The Bid opening shall take place at: Department of Science and Technology, Shastri Nagar, Jaipur on e-proc website. |

### 8. Award of Contract

|           |  |
|-----------|--|
| ITB 8.1.1 | The period within which the contract agreement is to be executed and performance Security is to be submitted is 7 days.  |
| ITB 8.2.1 | Submission of Performance Security would be as per Government of Rajasthan Notification.<br>Amount of performance Security shall be 5% of the value of contract. |

### 10. Procurement Appeals

|          |  |
|----------|--|
| ITB 10.1 | (a) The Designation and complete Address of First Appellate Authority is: <b>Commissioner and Secretary, Deptt. of Science and Technology, Shastri Nagar, Raj. Jaipur.</b> |
|          | (b) The Designation and complete Address of Second Appellate Authority is: <b>Finance Secretary (Budget), Finance Deptt., Secretariat, Raj. Jaipur.</b>                    |

### 11. Exclusive Jurisdiction

|          |   |
|----------|---|
| ITB 11.1 | The Courts of Jaipur of Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the contract for Supply of goods, or as the case may be. |
|----------|---|

  
Signature of Bidder

## Section III: Qualification and Evaluation Criteria

1. **Technical bid evaluation:-** The Procurement Committee will evaluate the proposals on the basis of their responsiveness to the selection criteria. The bidder who satisfies the documentary evidence along with a detailed plan of execution as per the eligibility criteria is considered as technically qualified.

### Documents Required for Techno-commercial Examination

| S.No. | Specific Requirement  | Documents Required   |
|-------|---|--|
| 1.    | The bidder shall furnish an declaration in the prescribed format on his letterhead, clearly stating and certifying that:-<br>i. All the forms/documents attached with the bid are true. The bidder has not been blacklisted by the Central/State Government or any Government undertaking.<br>ii. Supply of Mobile Digital Planetarium System with required accessories along will be done successfully by the bidder.  | Form TECH-6  |
| 2.    | i. In case of any company, registered/incorporated under Companies Act 1956 or 'Companies Act, 2013' or other applicable Laws of India (to submit valid certificate of incorporation)<br>ii. In case of a partnership firm, registered under the Indian Partnership Act 1932, to submit a Partnership Registration Certificate issued by Registrar of Firms or duly notarized / Registered Deed of Partnership<br>iii. IN case of a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, to submit copy of Certification of Incorporation)<br>iv. In case of Proprietorship Firm registered under the Shop and Commercial Establishment Act 1958, to submit a Registration Certificate<br>v. In case of any Society registered under Societies Registration Act, 1860; or Rajasthan Societies Registration Act 1958; to submit a Society registration certificate issued by the office of the Registrar of Cooperatives, or Trust registered under The Indian Trusts Act, 1882, Trust Registration Certificate | Copy of Certificates of incorporation / Copy of Registration/ Deed |
| 3.    | Average Annual Turnover of last three financial years must be at least Rs. 20 Lakh. (F.Years, 2021-22, 2022-23,2023-24)   | CA Certificate with CA's Registration Number/ Seal                 |
| 4.    | The net worth of the bidder as per the last published balance sheet on 31-03-2023 should be Positive.   | CA Certificate with CA's Registration Number/ Seal                 |
| 5.    | The bidder should be registered Mobile Digital Planetarium System suppliers/System Integrator or their authorized dealer/ OEM suppliers. The registration certificate and authorization from concerned supplier/ authorized dealer must be attached.  | Self-certified copy of registration/authorization certificate.     |
| 6.    | GST Registered (If applicable)  | Copy of GST certificate  |
| 7.    | PAN   | Copy of PAN certificate  |

|     |  |   |
|-----|--|---|
| 8.  | Declaration by the Bidder regarding compliance as per Section 7 (Qualification of Bidder) and Section 11 (Code of Integrity) and non-debarments under Section 46 (Debarment from Bidding) of the RPPP Act; and also compliance with provisions regarding restrictions for participation by bidders/supply of finished goods from land border countries under Rule 13 and Notifications thereof - Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 | Form TECH-4   |
| 9.  | Authorisation in favour of the signatory of the Bid authorizing him/her to commit the Bidder, in accordance with ITB Clause regarding <b>Documents comprising of Bids</b><br><br><i><b>Alternative-</b> An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.</i>   | Form TECH-2   |
| 10. | The bidder should have successfully delivered/ installed Mobile Digital Planetarium System (value should be five lac or more) to any Firm/ Private companies/ Government/ Semi Government/ Autonomous Body. At least one work completion along with Satisfaction certificate or report for the same from the buyer/client has to be submitted along with the Bid.  | Self-certified copy of work orders and completion certificate/report of project. (TECH 3) |
| 11. | Technical Specifications   | TECH-7  |

## 2. Price Comparison

The Procuring Entity will compare the price bids, pursuant to ITB Clause 7.3 [Comparison of Bids] to select lowest Evaluated Bid. Evaluation would be done for all the activities / items of the package put together Procuring Entity will award contract to the lowest priced responsive bidder for this whole package together.






## Section IV: Bidding Forms

Bidding Forms includes all such forms bidders are required to use / fill and submit along with their Bids. These forms are to be used without modification and to be filled as per instructions given in footnote. The documents which are to be attached in support of the information submitted should be digitally signed. Procuring Entity reserves the right to verify the information submitted. Check list is also included to ensure that Bidders do not miss submission of any information or document.



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Signature of Bidder

# Checklist for Technical and Financial Bid

*[With reference to Section III]*

## 1. Evaluation Criteria

For evaluation of bids criteria for selection of bidder shall be by using Lowest Priced Bid selection method, where the selection will be based on price comparison to select lowest cost responsive bid. The Procuring entity will evaluate and compare the Bids that have been determined to be substantially responsive (clear-cut, pass-fail qualification criteria)

The Bid must necessarily contain scanned copies of all the filled-up forms of Bid along with attested copies of the relevant referred documents as proof:

| Sl. No.                                    | Activity   | Form Number   | Whether submitted, Yes / No | Remarks, if any |
|--|--|---------------|-----------------------------|-----------------|
| <b>Checklist for Techno-commercial Bid</b> |  |               |                             |                 |
| 1.   | <b>Letter of Techno-Commercial Bid, as per Section IV, Bidding Forms</b>   | TECH-1        |                             |                 |
| 2.   | Authorisation in favour of the signatory of the Bid authorizing him/her to commit the Bidder, in accordance with ITB Clause regarding <b>Documents comprising of Bids</b><br><br><i><b>Alternative-</b> An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.</i>   | TECH-2        |                             |                 |
| 3.   | <b>Proof of Payment of Price of bidding document and Processing Fee</b>  |               |                             |                 |
| 4.   | <b>Bid Security</b>  |               |                             |                 |
| 5.   | Declaration by the Bidder regarding compliance as per Section 7 (Qualification of Bidder) and Section 11 (Code of Integrity) and non-debarments under Section 46 (Debarment from Bidding) of the RPPP Act; and also compliance with provisions regarding restrictions for participation by bidders/supply of finished goods from land border countries under Rule 13 and Notifications thereof - Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 | <b>TECH-4</b> |                             |                 |
| 6.   | <b>Proof of registration of bidder, by submission of any of the following</b> (Documents defining the constitution or legal status, place of registration, and principal place of business)-<br><br>i. In case of any company, registered/incorporated under   |               |                             |                 |






| Sl. No. | Activity  | Form Number                         | Whether submitted, Yes / No | Remarks, if any |
|---------|---|-------------------------------------|-----------------------------|-----------------|
|         | <p>Companies Act 1956 or 'Companies Act, 2013' or other applicable Laws of India (to submit valid certificate of incorporation)</p> <p>ii. In case of a partnership firm, registered under the Indian Partnership Act 1932, to submit a Partnership Registration Certificate issued by Registrar of Firms or duly notarized / Registered Deed of Partnership</p> <p>iii. IN case of a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, to submit copy of Certification of Incorporation)</p> <p>iv. In case of Proprietorship Firm registered under the Shop and Commercial Establishment Act 1958, to submit a Registration Certificate</p> <p>v. In case of any Society registered under Societies Registration Act, 1860; or Rajasthan Societies Registration Act 1958; to submit a Society registration certificate issued by the office of the Registrar of Cooperatives, or Trust registered under The Indian Trusts Act, 1882, Trust Registration Certificate</p> |                                     |                             |                 |
| 7.      | The bidder should be registered Mobile Digital Planetarium System manufacturers/System Integrator or their authorized dealer/ OEM suppliers. The registration certificate and authorization from concerned manufacturer/ authorized dealer must be attached.  | Self-certified copy of certificate. |                             |                 |
| 8.      | Copy of valid Permanent Account Number (PAN) Card.  |                                     |                             |                 |
| 9.      | Copy of Goods and Services Tax (GSTIN) registration certificate along with copy of last GSTIN return.   |                                     |                             |                 |
| 10.     | Bidder's Information Sheet  | TECH-5                              |                             |                 |
| 11.     | The bidder shall furnish an declaration in the prescribed format on his letterhead, clearly stating and certifying that:-<br>i. All the forms/documents attached with the bid are true. The bidder has not been blacklisted by the Central/State Government or any Government undertaking.<br>ii. Supply of Mobile Digital Planetarium System with required accessories will be done successfully by the bidder.  | TECH-6                              |                             |                 |
| 12.     | Technical Specification   | TECH-7                              |                             |                 |
| 13.     | <b>Documents required for Additional Techno-commercial Examination, if required as listed in Section Additional Techno-commercial Evaluation under Section III, Evaluation &amp; Qualification Criteria</b>   |                                     |                             |                 |
| (a)     | The bidder should have successfully delivered/ installed Mobile   | Self-certified copy of work         |                             |                 |

| Sl. No.                             | Activity   | Form Number   | Whether submitted, Yes / No | Remarks, if any |
|-------------------------------------|--|---|-----------------------------|-----------------|
|                                     | Digital Planetarium System(value should be five lac or more) to any Firm/ Private companies/ Government/ Semi Government/ Autonomous Body. At least one work completion along with Satisfaction certificate or report for the same from the buyer/client has to be submitted along with the Bid. | orders and completion certificate/report of project. (TECH 3) |                             |                 |
| (b)                                 | Average Annual Turnover of last three financial years must be at least Rs. 20 Lakh. (F.Years, 2021-22, 2022-23,2023-24)  | CA Certificate with CA's Registration Number/ Seal            |                             |                 |
| (c)                                 | The net worth of the bidder as per the last published balance sheet on 31-03-2023 should be Positive.  | CA Certificate with CA's Registration Number/ Seal            |                             |                 |
| <b>Check list for Financial Bid</b> |  |   |                             |                 |
| 14.                                 | Letter of Financial Bid  | FIN-1   |                             |                 |
|                                     | <b>Financial Bid Schedules</b>   |   |                             |                 |
| 15.                                 | Price Schedule for Goods (excel sheet-to be filled on e-proc in online mode)   | Schedule- 1   |                             |                 |





Signature of Bidder



# Part A: BIDDING FORMS (Technical)

## Form TECH-1: Letter of Techno-commercial Bid

*(To be executed on company letter head)*

**[NOTE: The Bidder must accomplish the letter of Techno-commercial Bid on its Letterhead clearly showing the Bidder's Complete name and address]**

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

NCB No.: \_\_\_\_\_

To: **Project Director**  
Department of Science and Technology,  
Shastri Nagar, Jaipur

We, the undersigned, declare that:

- (a) I/We have examined and have no reservations to the Bidding Document, including the Addenda No \_\_\_\_\_ issued in accordance with Instructions to Bidders (ITB) 2.3 Contents of Bidding Document and I/we will abide by all the terms and conditions mentioned in the bid document.
- (b) I/We offer to provide services/goods in conformity with the Bidding Document. We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Document and offer to provide services/goods in accordance with the specifications, the activity schedule and other requirements as specified in Section V (Schedule of Requirements), the following Supply :  
**Supply of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur**
- (c) I/ We have submitted bid document cost of INR 500/-, processing fees/ user fees INR 500/-, and bid security amount INR 38000/-. If I/ We have availed benefit of concessional bid security amount, then I/ We have submitted the relevant document along with my bid which is digitally signed.
- (d) My/Our Bid consisting of the Techno-commercial Bid and the Financial Bid shall be valid for a period of 90 days 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.
- (e) My/Our Techno-commercial Bid is in conformity with the all the requirement as per Section V - Schedule of Requirements.
- (f) I/We undertake, if our bid is accepted, to commence work on the services/goods and to achieve provision of services/goods and acceptance within the respective times stated in the Bidding Documents.
- (g) My/Our firm fulfil all the eligibility criteria (Nationality, Submission of only one Bid, Debarment and Conflict of Interest) mentioned in ITB **[Eligible Bidders]**.
- (h) If my/our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price for the due performance of the Contract;
- (i) I/We agree to permit the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission;



- (j) I/We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded,
- (k) I/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;
- (l) I/We understand that you are not bound to accept the Lowest priced bid or any other bid that you may receive, as per Rule 72 of RTPP Rules;

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the bidder]*

Date: *[insert date of signing]*



**Form TECH-2 Power of Attorney for signing of Bid**  
*(To be executed on a non-judicial stamp paper of Rs. 500)*

Know all men by these presents, We.....  
*[name of the firm and Address of the registered office]* do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. *[name]*, ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for "Procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur (the "Authority") including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....**

For .....  
*[Signature, name, designation and Address]*

Witnesses:

1.  
(Notarised)

2.  
Accepted  
.....  
(Signature)

*[Name, Title and Address of the Attorney]*



**Form TECH- 3 Contractual Experience**  
*(To be executed on company/firm letter head – self attested)*

I/We ..... *[Name of firm / company]*  
do hereby certify that we have provided..... *[Name of Supply of goods]* as per details given below;-

| S. No. | Order placed by<br>(Government<br>Department /<br>Office /<br>PSU/Private firm<br>Etc. name,<br>address and<br>phone number) | Order Number<br>and Date<br><br>Copy<br>attached<br>(Yes/No) | Description of<br>Goods and<br>Quantity | Date of Delivery   |        | Completion<br>Report<br>Attached<br>(Yes/No) |
|--------|--|--|---|--------------------|--------|--|
|        |  |  |   | As per<br>Contract | Actual |  |
|        |  |  |   |                    |        |  |
|        |  |  |   |                    |        |  |
|        |  |  |   |                    |        |  |
|        |  |  |   |                    |        |  |
|        |  |  |   |                    |        |  |
|        |  |  |   |                    |        |  |
|        |  |  |   |                    |        |  |
|        |  |  |   |                    |        |  |





## Form TECH-4: Declaration by the Bidder

*(To be executed on company letter head)*

In relation to our Bid submitted to Project Director, Department of Science and Technology, Jaipur for procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur in response to their Notice Inviting Bids No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:-

1. I/We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We have not been debarred under Section 46 of RTPP Act. In case, the bidder is debarred during last three years by any other procuring entity of State/Central Government or any other Country in last three years then following details shall be provided for each Procuring Entity. (i) Name of Entity, (ii) Period of Debarment and (iii) Reason for debarment
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition; 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.
  - i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
    - a. have controlling partners/ shareholders in common; or
    - b. receive or have received any direct or indirect subsidy from any of them; or
    - c. have the same legal representative for purposes of the Bid; or
    - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
    - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved; or
    - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
    - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of our all obligations under the Contract. This means that any person participating in a procurement process shall –

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
  - e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - f) not obstruct any investigation or audit of a procurement process;
  - g) disclose conflict of interest, if any; and
  - h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
8. I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India and I/we certify that,

I/we is/are not with beneficial ownership from such country.

Or

I/we is/are with beneficial ownership from such country and I/We are registered with the Competent Authority as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 and the evidence of valid registration with the Competent Authority is attached with the bid.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 Name: \_\_\_\_\_ *[insert complete name of person signing the Declaration]*  
 In the capacity of: \_\_\_\_\_ *[insert legal capacity of person signing the Declaration]*  
 Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name and address of the Bidder]*  
 Dated on \_\_\_\_\_ day of \_\_\_\_\_ *[insert date of signing]*  
 Corporate Seal \_\_\_\_\_ *[affix corporate seal of the bidder]*

***[Note: PE to take reasoned decision in case Bidder provides information about debarment from other Procuring Entity of State/Central Government or other country. Rule 80 (h) of RTPP Rule requires disclosure by Bidder and Bid should not normally be ignored on this account only unless other factors also exist.]***

## Form TECH-5: Bidder's Information Sheet

*(To be executed on company letter head)*

|   |  |
|---|--|
| <b>Bidder's Information</b>   |  |
| <b>Bidder's legal name</b>  |  |
| <b>Bidder's country of constitution</b>   |  |
| <b>Bidder's year of constitution</b>  |  |
| <b>Bidder's legal address in country of constitution</b>  |  |
| <b>Bidder's authorized representative</b><br>(name, address, telephone number(s), fax number(s) and e-mail address)   |  |
| <b>Attached are copies of the following documents:</b>  |  |
| <input type="checkbox"/> Documents defining the constitution or legal status, place of registration, and principal place of business  |  |
| <input type="checkbox"/> In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) be submitted. or 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.; |  |
| <input type="checkbox"/> In case of a partnership firm, Partnership Deed and valid Registration Certificate issued by Registrar of Firms along with Power of Attorney in favour of one partner duly signed by all the partners of the firm authorizing him to represent all partners of the firm  |  |
| <input type="checkbox"/> In case of Sole Proprietorship, Registration Certificate and complete residential and office address for communication, telephone numbers, emails, etc.  |  |
| <input type="checkbox"/> Self-attested copy of Income Tax Registration Certificate / Permanent Account Number (PAN) Card issued by Income-Tax Department.   |  |
| <input type="checkbox"/> Self-attested copy of Goods and Services Tax (GSTIN) registration certificate along with copy of last GSTIN return filed and declaration of no default.  |  |

**Form TECH-6: Declaration**  
*(To be executed on company/firm letter head – self attested)*

M/s. (Name and address of bidder) .....

..... solemnly declares as follows:-

- i. All the forms/documents attached with the bid are true. The bidder has not been blacklisted by the Central/State Government or any Government undertaking.
- ii. Supply of Mobile Digital Planetarium System with required accessories will be done successfully by the bidder.

Signature

Name

Designation

Name of Firm

Address of Firm

Seal





## Form TECH-7: Technical Specifications

(To be executed on company letter head)

### A. Mobile Digital Planetarium System equipment's

| S.No. | Item   | Details of equipment's to be supplied with their model number, make, numbers required etc. |
|-------|--|--|
| 1.    | Full dome single fisheye planetarium projector with Server computer and Operator's (user) interface plus one Mini PC |  |
| 2.    | Computer System for content development at user end.   |  |
| 3.    | Portable AC (1 ton) with trolley   |  |
| 4.    | A pack of ten full dome shows.   |  |
| 5.    | Mobile planetarium Dome diameter 7 meter   |  |
| 6.    | Real Time Render Planetarium Software  |  |

*Note:- Detailed technical specifications and features are to be complied with as given in volume II section V.*

**(Use separate sheets if required)**

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

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

Signature of the Tenderer  
With Seal of Company

## Part B: BIDDING FORMS (Financial) Form FIN-1: Letter of Financial Bid

*(To be executed on company/firm letter head)*

*[Note: The bidder must accomplish the Letter of Financial Bid on its Letterhead clearly showing the Bidder's Complete name and address.]*

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

NCB/ICB No.: \_\_\_\_\_

To:

Project Director,  
Department of Science and Technology,  
Jaipur.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No ----- issued in accordance with Instructions to Bidders (ITB) We offer to provide in conformity with the Bidding Document and in accordance with the specifications, the activity schedule and other requirements as specified in Section V (Schedule of Requirements), the following Procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur.
- (b) Our Bid shall be valid for a period of 90 days 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.
- (c) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (d) 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.
- (e) We understand that you are not bound to accept the Lowest priced bid or any other bid that you may receive.

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the bidder]*

Date: *[insert date of signing]*

## Price Schedules

The Bidder shall complete and submit with its Bid the Price Schedules pursuant to ITB and in accordance with Part 2 services/goods Requirements, Section V (Schedule of Requirements). The list of items in column 1 of the Price Schedules shall coincide with the List of services/goods specified by the Procuring Entity in the Schedule of Requirements.

Price Schedule shall be submitted in the Excel Sheet format provided separately, considering all financially relevant details including Taxes and Duties as per clause 9.1 above. Prices shall be quoted duly taking into consideration, all financial implications inter-alia conditions in GCC and SCC/ Prices schedules are given for guidance, But actual Excel Sheet may be different and must be downloaded and filled. These Price Schedules are for guidance only and not to be filled or uploaded.

### Schedule 1- Price Schedule for Supply of goods

| <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <span>Validate</span> <span>Print</span> <span>Help</span> </div> <p>Tender Inviting Authority: Project Director, Department of Science and Technology, Jaipur</p> <p>Name of Work: 1. Supply, Installation, Testing and Commissioning of Mobile Digital Planetarium System (1 system) and required accessories (As per VOLUME II - Requirements Section V: Schedule of Requirements )</p> <p>Contract No:</p> |   |  |       |                  |                               |                       |
|---|---|--|-------|------------------|-------------------------------|-----------------------|
| Name of the Bidder/ Bidding Firm / Company :  |   |  |       |                  |                               |                       |
| <b>PRICE SCHEDULE</b><br>(This BOQ template must not be modified/changed. The same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )  |   |  |       |                  |                               |                       |
| Sl. No.   | Description   | BASIC RATE In Figures To be entered by the Bidder in Rs. P | GST % | GST Amount Rs. P | TOTAL AMOUNT With Taxes Rs. P | TOTAL AMOUNT In Words |
| 1   | 2   | 3  | 4     | 5                | 6                             | 7                     |
| 1.01  | Supply, Installation, Testing and Commissioning of Mobile Digital Planetarium System (1 system) and required accessories (As per VOLUME II - Requirements Section V: Schedule of Requirements ) |  |       | 0.00             | 0.00                          | INR Zero Only         |
| Total in Figures  |   |  |       |                  | 0.00                          | INR Zero Only         |
| Quoted Rate in Words  |   |  |       |                  | INR Zero Only                 |                       |

**Note:** *Illustrative for information only, Bidders shall submit the Price Schedule online as per MS Excel file only and shall not fill the price here. If any bidder fills price here, his/her bid will be rejected at the time of technical evaluation.*





# VOLUME II –Requirements

## Section V: Schedule of Requirements (Scope of Work)

### Detailed Technical Specifications and Features:

#### Turnkey basis supply of complete of Inflatable Dome Planetarium System.

The turnkey scope of supply for the system includes:

| <u>Item No.</u> | <u>Item Name</u>   | <u>Quantity</u> |
|-----------------|--|-----------------|
| 1.              | Full dome single fisheye planetarium projector with Server computer and Operator's (user) interface plus one Mini PC | 1               |
| 2.              | Computer System for content development at user end.   | 1               |
| 3.              | Portable AC (1 ton) with Trolley   | 1               |
| 4.              | A pack of ten full dome shows.   | 1 set           |
| 5.              | Mobile planetarium Dome diameter 7 meter   | 1               |
| 6.              | Real Time Render Planetarium Software  | as required     |

#### 1. Full dome single fisheye planetarium projector.

- a. Minimum angle of projection: ~170 degrees.
- b. Projector Technology: **LASER**
- c. Native Projector Resolution **at least:** 4096 x 2160
- d. **Minimum** Dome Resolution: ~1 (Mega pixels)
- e. **Minimum** Contrast ratio: 30000:1
- f. Base Brightness: 5000 ANSI
- g. Field Of View: 180 Degree (Full Sky)
- h. Lamp Life: 30,000 Hrs
- i. Continuous Running Capability: At least 12 hours each day.
- j. Robust and safe transit case for the projector, computer and other accessories.
- k. **Warranty: Three Years comprehensive Warranty** (with free of cost parts support )

l. **Laser Source Type:** Dura Core Laser

#### (i) Host & Audio Computer – Qty 01 (Industrial)

- i. Intel i7 - better - or better
- ii. Minimum 8 GB Memory
- iii. Minimum 1 GB Graphic Card NVIDIA GTX GE Force GTX - or better
- iv. one (1) 1 TB Hard Disk Drive- or better
- v. Integrated Sound System output
- vi. Linux (Fedora-20 or later) or Windows, 64 bit OS or Mac OS X or newer version

#### (ii) Operator's (user) interface. – Qty 01

- a. content management.
- b. astronavigation / celestial navigation.
- c. dynamic placement of images, panoramas, videos clips and music play options from an extensive library that is embedded in the server computer.

**(iii) Mini Computer – Qty 01**

- i. Intel i5 or better
- ii. Minimum 4 GB Memory or better
- iii. one (1) 1 TB Hard Disk Drive- or better
- iv. Integrated Sound System output
- v. Linux (Fedora-20 or later) or Windows 8, 64 bits OS or Mac OS X or newer version
- vi. For carrying with mobile Planetarium so that planetarium shows can be done with Mini PC and bigger computer is not required for carrying always. This will reduce the size/ weight of equipment necessary to carry. Mini PC should be configured such that, only Planetarium shows are visible in it. User should not be able to perform any other activity on it. There should be option to run Planetarium shows from USB through Mini PC.

**(iv) Full Dome Planetarium Projection Software - 01 set**

The Full Dome Planetarium Projection System must have operating Astronomy Software which utilizes graphical interfaces for user-friendly operations with real time Full Dome Planetarium Projection Software and must have features and Astronomy content as **listed in Annexure – A**

**(v) Sound System :-**

A 2.1 channel portable/ Mobile audio system (Amplifier and Speakers) to be supplied for the mobile application. This system must be sufficient for 7 meters inflatable dome.

**(vi) UPS:- 1KVA**

**2. Computer System for content development. Qty 01**

(The computer hardware should be same as that of the computer server.)

- i. Intel i7 – 10<sup>th</sup> generation or better
  - ii. Minimum 16 GB RAM
  - iii. 240 GB SSD,
  - iv. Minimum 4 GB Graphic Card - or better
  - v. Two (2) 1 TB Hard Disk Drive- or better
  - vi. Integrated 5.1.Sound System output
  - vii. Windows 11 OS or newer version
  - viii. 18.5" inch IPS Monitor (Branded), Mouse & Keyboard with three years warranty
- a. The computer should be equipped with relevant software for
    - i. Image / Panorama Editing.
    - ii. Video Editing.
    - iii. Sound Editing.
    - iv. 3D software
    - v. Scripting feature of Real time Render Planetarium Sky Simulation Software.

**Note:** The extensive library of images, panoramas, videos and music provided shall be used for in house content development.

**3. Portable AC (1 ton) with Trolley**

**4. A pack of ten full dome shows**

Each show should be in English, Hindi. Attach a list of shows to be supplied with their titles, age suitability, duration, languages and brief descriptions highlighting their pedagogical aspect should be submitted. At least two shows may be supplied in consultation with the Director, Department of Science & Technology GoR Jaipur. If there are any complimentary/ free shows being offered, attach a separate list for the same in addition to above. All the shows should be compatible with the resolution of the projector. Any show with duration less than 17-20 minutes shall be considered as a video clip, shall be considered as part of library not a full show.

**5. Mobile Planetarium Dome Diameter 7 meter**

**Dome Diameter ~**  
23.0 feet (7m)

**Dome Height ~**  
11 feet

**Dome Weight ~**  
< 25 Kg

**Features of Planetarium Dome:**

- a. The dome should be constructed from durable, wrinkle free and opaque fabric that is custom-made for the exclusive use of digital planetarium projections.
- b. The dome is not to be moored to the ground with any rope/ cable.
- c. The dome should have Zipper and Velcro based 6 feet walk-able entry/ exit.
- d. The dome should be multi layered i.e. an outer layer and a Separable Inner Projection layer.
- e. An extra inner projection layer has to be provided with each dome.
- f. The projection surface of the inner projection layer should be grey/white in colour.
- g. The dome exterior should be of dark colour.
- h. The dome exterior should have the logo of RSC Science center printed on it.
- i. The dome should be wheelchair accessible.
- j. Dome set up time should not be more than 10 minutes.
- k. The Dome should have proper ventilations outlet tunnels.
- l. The dome's entry /exit should be through a 6 feet upright / vertical zipper.
- m. There should be provision for extra standby entry/ exit zipper in each layer.
- n. Two compatible & robust blower with speed regulators to inflate the domes has to be provided.
- o. Provision for AC fitting should be there with de Dome.

**Note:**

- a. Necessary installation CDs / DVDs / HDD for all original software, drivers and planetarium shows with due license documents wherever applicable must be supplied with the system.
- b. Complete documentation and manuals wherever applicable must be supplied with the system.

**6. Real Time Render Planetarium Sky Simulation Software:-** that is embedded with multimedia features. The Full Dome Planetarium Projection Software must have following features & content:

|  |
|--|
| <b>Real Time Render Planetarium Software</b> |
|--|

|    |  |  |
|----|--|--|
| 1  | <b>Full suite of celestial motions</b>     | Diurnal, annual, retrograde, recessional, proper etc.  |
| 2  | <b>Full suite of solar system bodies</b>   | Planets and their moons; dwarf planets and their moon; comets; asteroids; artificial satellites;   |
| 3  | <b>Number of Stars</b>                     | At least 210 million stars From various star catalogs like Hipparchus, NGC etc with provision to create star fields with different apparent brightness values. |
| 4  | <b>Full suite of events</b>                | eclipses, transits; occultation; meteors; conjunctions; oppositions; atmospheric effects   |
| 5  | <b>Deep Sky Objects/ Nebula</b>            | Galaxies/ star clusters/ supernova From Messier, NGC and other catalogs  |
| 6  | <b>Full suite of grids</b>                 | ecliptic; meridian; celestial equator; circumpolar stars; tropic lines; Alt/ Az grid; Universal grid; Galactic grid; Analimma; cardinal points                 |
| 7  | <b>Classical Constellations</b>            | All constellations as stick figures and art from various ancient sky cultures across the world, Hindu sky culture and symbols                                  |
| 8  | <b>Modern Constellations</b>               | As per IAU with boundaries and corresponding stick figures and art   |
| 9  | <b>Epoch correction</b>                    | for +- 1,00,000 years  |
| 10 | <b>Orbits Display</b>                      | for full suite of solar system bodies  |
| 11 | <b>Change of fov</b>                       | Zoom in / out on selected objects  |
| 12 | <b>Change time rate</b>                    | go forward / backward in time with varying speeds  |
| 13 | <b>Change of location (lon/ lat/ body)</b> | travelling observer from anywhere on the Earth and from any point / place/ body in the solar system  |
| 14 | <b>Fly By in space</b>                     | anywhere in the solar system   |
| 15 | <b>Sky Labels</b>                          | for full suite of solar system bodies; constellations; deep sky objects; stars with common names   |
| 16 | <b>Sky and GUI labels</b>                  | English, Hindi, Odia   |
| 17 | <b>local Skyline</b>                       | as per the local ambiance (various historical and other places of tourist interest of Rajasthan)   |
| 18 | <b>Scriptable</b>                          | A scriptable engine to create planetarium scenarios as per users choice.   |
| 19 | <b>Scriptable Features</b>                 | add bodies, nebulae, images, panoramas, sky cultures, video clips, background music / voice over ; change location, time rate, etc                             |
| 20 | <b>Resolution compatibility</b>            | Images / videos / panoramas compatibility with the planetarium   |
| 21 | <b>Future Software upgrades</b>            | Through computer CD/DVD from time to time till the life of the system  |
| 22 | <b>Time Zone Savings</b>                   | As per various time zones  |
| 23 | <b>Non Visual Skies</b>                    | In various parts of the spectrum like radio, x-rays, etc   |
| 24 | <b>Orbits / trails Display</b>             | All solar system bodies and artificial satellites  |
| 24 | <b>Upgrades</b>                            | Provided from time to time through a CD  |
| 25 | <b>OS–Linux or windows/ Mac</b>            | All traces of OS should be hidden from the user. Should be open end software.  |

| <b>Integrated Multimedia</b> |                                     |   |
|------------------------------|-------------------------------------|---|
| 1                            | <b>Videos display</b>               | in perspective and full dome mode   |
| 2                            | <b>Videos cloning</b>               | in perspective mode   |
| 3                            | <b>videos Play, Pause,</b>          | Just like in a video player   |
| 4                            | <b>USB, CD, DVD, drive access</b>   | play script, videos through USB drive, <b>CD, DVD</b> , external device   |
| 5                            | <b>Volume control</b>               | Increase Decrease Volume  |
| 6                            | <b>Play multimedia in real time</b> | No need to quit real time render in order to play multimedia.   |
| 7                            | <b>Server Access</b>                | Store, delete, play scripts, videos, images, panoramas on / from the server   |
| 8                            | <b>Codec Support</b>                | AVI,MPEG,MOV,MP3,WMV, etc video formats to be supported.  |
| <b>Library</b>               |                                     |   |
| 1                            | <b>Library Data Base</b>            | A library of pre-rendered video clips, images, panoramas and music compatible for dome projection as and when required. The library is also to be separately available for content development at user end. |



## VOLUME III – Contracts

# Section VI A: General Conditions of Contract

The General Conditions Contract (GCC) contain standard provisions that have been designed to remain unchanged and to be used without modifying their text. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced through the Special Conditions of Contract (SCC).

The GCC are a Contract document and, therefore, are a part of the Contract.

### 1. Introduction

|      |             |        |  |
|------|-------------|--------|--|
| 1.1. | Definitions | 1.1.1. | <p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"><li>i. “Act” Means the Rajasthan Transparency in Public Procurement Act., 2012</li><li>ii. “Completion” means the fulfilment of the Related Supply of goods by the Supplier in accordance with the terms and conditions set forth in the Contract.</li><li>iii. “Contract” means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.</li><li>iv. “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.</li><li>v. “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</li><li>vi. “Day” means calendar day.</li><li>vii. “Day works” means varied work inputs subject to payment on a time basis for the Supplier’s employees and equipment, as per terms of the Contract.</li><li>viii. “Delivery” means the provision of the supply of goods by the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.</li><li>ix. “GCC” mean the General Conditions of Contract.</li><li>x. “Government” means the Government of Rajasthan or where the context so require it means Government of India.</li><li>xi. “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the supplied goods, and comparing the same with the specified requirement to determine conformity.</li><li>xii. “Local Currency” means Indian Rupees.</li><li>xiii. “Supply of goods” means the Supply of goods as per Section V –</li></ul> |
|------|-------------|--------|--|

|      |                |        |   |
|------|----------------|--------|---|
|      |                |        | <p>Schedule of Requirements required to be provided to the Procuring Entity by the Supplier by performing the activities / work pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Supplier's Bid, here in after referred either as "services/goods".</p> <p>xiv. "Party" means the Procuring Entity or the Supplier, as the case may be, and "Parties" means both of them.</p> <p>xv. "Personnel" means persons hired by the Supplier as employees and assigned to the performance of the services/goods or any part thereof.</p> <p>xvi. "Procuring Entity" means the Entity procuring the goods and services, <b>as specified in the SCC.</b></p> <p>xvii. "Rate Contract" means an agreement between a procuring entity and one or more bidders which specifies the terms and conditions including the price, for the supply of goods or services of a subject matter of procurement required on a recurring basis.</p> <p>xviii. 'Rules' means the Rajasthan Transparency in Public Procurement Rules, 2013.</p> <p>xix. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.</p> <p>xx. "Service Level Agreement (SLA)" is a negotiated agreement between two parties wherein one is the customer and the other is the Supplier. A service-level agreement (SLA) defines the level of service expected by a customer from a Supplier, laying out the metrics by which that service is measured, and the remedies or penalties, if any, should the agreed-on service levels not be achieved. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</p> <p>xxi. "Supplier" means the natural person, private or government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier. Where the context so requires, the general term 'Contractor' also includes/means 'Supplier'.</p> <p>xxii. "The Site" where applicable, means the place of delivery of the goods or any other place <b>named in the SCC.</b></p> <p>xxiii. "Specifications" means the specifications of the goods included in the *Bidding Document submitted by the Supplier to the Procuring Entity.</p> |
| 1.2. | Interpretation | 1.2.1. | <p>In the Contract, except where the context requires otherwise</p> <p>i. words indicating one gender include all genders</p> <p>ii. words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>iii. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;</p> <p>iv. "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>v. the word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender document" with "bidding document".</p> <p>vi. The word 'Supplier' is synonymous with "Contractor" or "Supplier", if the</p>   |

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|  |  |  | context so requires.<br>vii. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. |
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## 2. General

|      |                   |        |  |
|------|-------------------|--------|--|
| 2.1  | General Terms     | 2.1.1. | <p><b>Entire Agreement</b></p> <p>The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the GCC, SCC, bidding forms, schedules, appendices, all attachments listed in the agreement.</p>  |
|      |                   | 2.1.2. | <p><b>Amendment</b></p> <p>No amendment to the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>   |
| 2.2. | Contract Document | 2.2.1. | Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory.  |
| 2.3. | Code of Integrity | 2.3.1. | <p>The Supplier shall comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the in Section 11 of RTPP Act and Rule 80 (2) RTPP Rules.</p> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <ul style="list-style-type: none"> <li>i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>ii. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>iv. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</li> </ul> |
|      |                   | 2.3.2. | The Procuring Entity shall take action against the Supplier under Section 11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in execution of the Contract.  |
| 2.4. | Language          | 2.4.1. | The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the Hindi or English languages or both.  |

|      |                                |        |  |
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| 2.5. | Notices                        | 2.5.1. | Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address <b>specified in the SCC</b> . The term “in writing” means communicated in written form or electronic form with proof of receipt, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee’s address [or facsimile number]. It is regarded as received [at the time and] on the day it is actually received on any calendar days. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.  |
|      |                                | 2.5.2. | For the purposes of this clause, a party’s address and facsimile number are those(s) set out in contract, unless the party has notified a changed address or facsimile number in which case the notice, consent, approval or other communication must be to that address or number.  |
|      |                                | 2.5.3. | If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause.  |
| 2.6. | Governing Law                  | 2.6.1. | The Contract shall be governed by and interpreted in accordance with the laws of the Govt. of India/ Government of Rajasthan   |
| 2.7. | Change in Laws and Regulations | 2.7.1. | Without prejudice to other clauses of the Contract, if after the date of issue of Notice Inviting Bid, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract as specified in the SCC.. |
| 2.8. | Authorized Representatives     | 2.8.1. | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Supplier may be taken or executed by the officials <b>specified in the SCC</b> .   |

### 3. Contract Details

|      |                                 |        |  |
|------|---------------------------------|--------|--|
| 3.1. | Assignment and Sub- Contracting | 3.1.1. | Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract. |
| 3.2. | Scope of Work                   | 3.2.1. | The scope of work shall include all supply and services to be performed as specified in Section V - Schedule of Requirements of the Bid.   |

### 4. Commencement, Completion and Modification of Contract

|      |                           |        |  |
|------|---------------------------|--------|--|
| 4.1. | Effectiveness of Contract | 4.1.1. | This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be <b>stated in the SCC</b> . |
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|------|---|--------|--|
| 4.2. | Commencement of Services/ supply of goods | 4.2.1. | The Supplier shall start carrying out the Services/ supply of goods within the date as specified <b>in the SCC</b> .   |
| 4.3. | Intended Completion Date                  | 4.3.1. | Unless terminated earlier pursuant to <b>Sub-Clause 10</b> (Termination) the Supplier shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC</b> . If the Supplier does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 8.5 (Liquidated damages). In this case, the Completion Date will be the date of completion of all activities.   |
| 4.4. | Modification/ Amendments in Contract      | 4.4.1. | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/supply or of the Contract Price, may only be made by written agreement between both the Parties.  |
| 4.5. | Completion Schedule                       | 4.5.1. | Subject to GCC Sub-Clause 4.5, the completion of the Services / supply of goods shall be in accordance with the Completion Schedule specified in the Section V - Schedule of Requirements  |
| 4.6. | Force Majeure                             | 4.6.1. | <p>(i) For purposes of this Clause, "Force Majeure" means an event or situation beyond the reasonable control of the Supplier or of the Procuring Entity, as the case maybe, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, acts of the public enemy, civil commotion, sabotage, earthquakes, fires, floods or other adverse weather conditions, explosions, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, or acts of</p> <p>(ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, experts, sub consultants/ contractors or agents, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> |
|      |   | 4.6.2. | The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.   |
|      |   | 4.6.3. | The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the  |

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|     |  |        | terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.   |
|     |  | 4.6.4. | If the force majeure condition(s) continue for longer period then <b>as specified in SCC</b> , either party shall have the option to terminate the contract on expiry of XX (say 90) days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination. |
|     |  | 4.6.5. | In case due to a Force Majeure event the Procuring Entity is unable to fulfill its contractual commitment and responsibility, the Procuring Entity shall notify the Supplier accordingly and subsequent actions taken on similar lines described in above sub-clauses.   |
|     |  | 4.6.6. | Except in case of Force Majeure, as provided under GCC or reasons beyond the control of the Supplier under GCC a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages.   |
| 4.7 | Procuring Entity's Right to vary goods Requirement | 4.8.1  | Procuring Entity's right to vary quantity /Requirement would be as per <b>Rules 73 (1) and (3) of RTPP Rules</b> . 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.  |

## 5. Obligations of the Supplier

|      |  |        |  |
|------|--|--------|--|
| 5.1. | <b>General</b>                                   | 5.1.1. | <p>The Supplier shall supply the goods in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with third parties.</p> <p>The Supplier shall at all times take all reasonable precautions to adhere labour laws, government policy on minimum wage and ensure the health and safety of the Supplier's Personnel employed for the execution of Services/supply at the locations in the Procuring Entity's country where the Services/supply are executed.</p> |
| 5.2. | <b>Conflict of Interests</b>                     | 5.2.1. | <b>Supplier should not have any conflict of interest in procuring or execution of contract as per RTPP Rule No. 81.</b>  |
| 5.3. | <b>Confidentiality</b>                           | 5.3.1. | Regarding Confidentiality the provisions of Section 49 of the Act and Rule 77 of the Rules shall apply.  |
| 5.4. | <b>Insurance to be Taken Out by the Supplier</b> | 5.4.1. | If specified in the <b>SCC</b> , the Supplier (a) shall take out and maintain at its own cost but on terms and conditions approved by the Procuring Entity, insurance (all risks coverage basis) and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. Insurance policy shall be valid for 30 days beyond completion date of the contract.   |

|       |   |         |  |
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| 5.5.  | <b>Supplier's Actions Requiring Procuring Entity's Prior Approval</b>                         | 5.5.1.  | The Supplier shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:<br>(a) changing the Program of activities; and<br>(b) any other action that <b>may be specified in the SCC</b> .  |
| 5.6.  | <b>Reporting Obligations</b>  | 5.6.1.  | The Supplier shall submit to the Procuring Entity the reports and documents specified in <b>SCC</b> in the form, in the numbers, and within the periods set forth in the said Appendix.  |
| 5.7.  | <b>Documents Prepared by the Supplier to Be the Property of Procuring Entity / IPR Rights</b> | 5.7.1.  | All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Supplier under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Supplier shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Supplier may retain a copy of such documents and software but shall not use it for any commercial purpose. Restrictions about the future use of these documents, if any, <b>shall be specified in the SCC</b> . |
| 5.8.  | <b>Code of Conduct</b>  | 5.8.1.  | The Supplier shall have a Code of Conduct for the Supplier's Personnel employed for the execution of the supply of goods at the location.<br><br>The Supplier shall take all necessary measures to ensure that each Supplier's Personnel is made aware of the Code of Conduct including specific behaviours that are prohibited, and understands the consequences of engaging in such prohibited behaviours.   |
| 5.9.  | <b>Security of the Site</b>   | 5.9.1.  | <b>If specified in SCC</b> , the Supplier shall be responsible for the security at the locations assigned by the Procuring Entity where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.  |
| 5.10. | <b>Protection of the Environment</b>  | 5.10.1. | As applicable, the Supplier shall take all necessary measures to:<br>(i) protect the environment (both on and off the locations where the Supply are executed) from damages resulting from its operations/and or activities; and<br>(ii) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Supplier's operations and/ or activities.   |
|       |   | 5.10.2. | The Supplier shall be solely and independently responsible for ensuring environmental compliance by himself with all the legal obligations related to the Environmental Laws and Regulations applicable in India while providing S services/goods under the contract   |

## 6. Supplier's Personnel

|      |                                 |        |   |
|------|---------------------------------|--------|---|
| 6.1. | <b>Adherence to Labour Laws</b> | 6.1.1. | During continuance of the Contract, the Supplier shall abide at all times by all the existing enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including payment of minimum wage), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. |
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## 7. Obligations of the Procurement Entity

|      |                                  |        |   |
|------|----------------------------------|--------|---|
| 7.1. | <b>Assistance and Exemptions</b> | 7.1.1. | <p>(i) Whenever the delivery of services/goods and incidental Goods/ Works requires the Supplier to obtain permits, approvals, and licenses from local public authorities. It shall be sole responsibility of the Contractor to obtain these and keep these current and valid. This may include but not be restricted to licences or environmental clearance, if required.</p> <p>(ii) The Procuring Entity will, if requested by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner, without any dilution of Supplier's responsibility in this regard.</p> <p>(iii) The Procuring Entity shall use its best efforts where legally warranted, to ensure that the Government shall provide the Supplier such assistance and exemptions <b>as specified in the SCC</b>.</p> |
| 7.2. | <b>Deduction of Taxes</b>        | 7.2.1. | The rates quoted by the Supplier shall be deemed to be inclusive of the GST and other taxes that the Supplier will have to pay for the performance of this Contract. The Procuring Entity will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.  |

## 8. Quality Control

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|------|--|--------|--|
| 8.1. | <b>Compliance to Performance and specifications</b>  | 8.1.1. | <p>(i) The Supplier shall ensure that the Goods comply with the performance specifications laid down in the bidding document and other provisions of the Contract.</p> <p>(ii) The decision of the Procuring Entity, whether the services/goods provided conform to the specifications, shall be final and binding on the Supplier.</p>  |
| 8.2. | <b>Inspections</b>                                   | 8.2.1. | The Procuring Entity's Personnel shall at all reasonable times have full access to all parts of the Site to examine and inspect supplied goods.  |
| 8.3. | <b>Correction of Defects and Performance Penalty</b> | 8.3.1. | <p>(i) The Procuring Entity shall give notice to the Supplier of any Defects (specifying a time limit by which it should be corrected) before the end of the Contract.</p> <p>(ii) If the Supplier has not corrected a Defect, the Procuring Entity will assess the cost of having the Defect corrected, the Supplier will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC Clause 9.5 (Liquidated Damages)</p> |

## 9. Contract Price and Payments

|      |                  |        |   |
|------|------------------|--------|---|
| 9.1. | Contract Price   | 9.1.1. | Contract Price shall be a fixed lump-sum all inclusive costs, and all other costs incurred by the Supplier in carrying out the goods described in bid document.   |
| 9.2. | Terms of Payment | 9.2.1. | The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Services/ supply of goods performed, and by the documents submitted and upon fulfilment of all the obligations stipulated in the Contract. |
|      |                  | 9.2.2. | Payments should be made promptly by the Procuring Entity, after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it as per conditions of the contract. All remittance charges shall be borne by the Supplier.                     |
|      |                  | 9.2.3. | The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees.  |



| 9.3. | Taxes and Duties   | 9.3.1.            | The Supplier and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. TDS for income tax, CGST-SGST or IGST will be deducted by the Department as per applicable rules.   |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
|------|--|-------------------|--|-----|-----------|-------------------|----|---|-------|----|--|-------|----|--|-------|----|---|--------|
| 9.4. | Performance Security   | 9.4.1.            | The Supplier shall sign the Contract Agreement and provide a Performance Security for the due performance of the Contract for the 5% amount of contract price within 7 days from the award of contract.  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
|      |  | 9.4.2.            | <p>The Performance Security shall be denominated in the currency of the Contract and shall be in one of the forms as per Rule 75 of RTPP Rules.</p> <p>Deposited through eGRAS; or<br/> Bank Draft or Banker's Cheque of a Scheduled Bank in India; or<br/> 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 the Procuring Entity with the approval of Head Postmaster; or<br/> Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or<br/> Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt 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 as per Rule 75 (3) (e) of RTPP Rules.</p> <p>As per Rule 75 (4) of RTPP Rules the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.</p> |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
|      |  | 9.4.3.            | <p>The Performance Security will be forfeited and credited to the Procuring Entity's account or shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below.</p> <p>i. When any terms and conditions of contract is infringed<br/> ii. when Supplier fails to make complete provision of supply of goods satisfactorily within the time specified; or<br/> iii. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of RTPP Rules and as specified in GCC Clause related to Code of Integrity.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final</p>  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
|      |  | 9.4.4.            | The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier promptly as per RTPP Act and rules. After the satisfactory completion of the Supplier's performance obligations under the Contract, including any defect liability obligations.  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
|      |  | 9.4.5.            | RTPP Rule 75 A related to additional performance security, will be applicable.   |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
| 9.5. | Liquidated Damages   | 9.5.1.            | <table border="1"> <thead> <tr> <th>No.</th> <th>Condition</th> <th>Liquidated Damage</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>Delay up to one fourth period of the prescribed delivery period</td> <td>2.5 %</td> </tr> <tr> <td>b.</td> <td>delay exceeding one fourth but not exceeding half of the prescribed period</td> <td>5.0 %</td> </tr> <tr> <td>c.</td> <td>delay exceeding half but not exceeding three fourth of the prescribed period</td> <td>7.5 %</td> </tr> <tr> <td>d.</td> <td>Delay exceeding three fourth of the prescribed period</td> <td>10.0 %</td> </tr> </tbody> </table> <p>The Supplier shall pay liquidated damages (if any) to the purchaser at the rate shown as above table.</p>  | No. | Condition | Liquidated Damage | a. | Delay up to one fourth period of the prescribed delivery period | 2.5 % | b. | delay exceeding one fourth but not exceeding half of the prescribed period | 5.0 % | c. | delay exceeding half but not exceeding three fourth of the prescribed period | 7.5 % | d. | Delay exceeding three fourth of the prescribed period | 10.0 % |
| No.  | Condition  | Liquidated Damage |  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
| a.   | Delay up to one fourth period of the prescribed delivery period              | 2.5 %             |  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
| b.   | delay exceeding one fourth but not exceeding half of the prescribed period   | 5.0 %             |  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
| c.   | delay exceeding half but not exceeding three fourth of the prescribed period | 7.5 %             |  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
| d.   | Delay exceeding three fourth of the prescribed period                        | 10.0 %            |  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |
| 9.6. | Limitation of Liabil   | 9.6.1.            | Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, for any indirect or  |     |           |                   |    |   |       |    |  |       |    |  |       |    |   |        |

|  |  |  |   |
|--|--|--|---|
|  |  |  | consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent infringement or as specified in <b>SCC</b> . |
|--|--|--|---|

**10. Termination and closure of contract**

|       |                            |         |   |
|-------|----------------------------|---------|---|
| 10.1. | Termination for Default    | 10.1.1. | The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default, giving two weeks' time to the Supplier, may terminate the Contract without compensation in whole or in part:<br>i. if the Supplier fails to deliver any or all of the goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity; or<br>ii. if the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the RTPP Act and the RTPP Rules. |
|       |                            | 10.1.2. | In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Services/goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.  |
| 10.2. | Termination for Insolvency | 10.2.1. | The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.  |

**11. Exclusive Jurisdiction**

| #     | Clause                 |         | Sub - Clause  |
|-------|------------------------|---------|---|
| 11.1. | Jurisdiction of Courts | 11.1.1. | The Courts at <b>Jaipur</b> in Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the contract for the provision of Services/supply of goods. |

# Section VI B: Special Conditions of Contract

## 1. Use of Contract Documents and information

- a. The bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the bidder performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- b. The bidder shall not, without the purchaser's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.
- c. Any document, other than the contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the purchaser on completion of the Bidder's performance under the contract, if so required by the purchaser.

2. Firm shall be wholly responsible for any accident and compensation payable to the personnel employed by Firm and working under their control. Firm shall keep the department fully indemnified against any claim in this regard.

3. DST/Govt. of Rajasthan shall not be responsible for any loss incurred by the Firm for their equipments etc. however the Firm shall be responsible for any loss for DST property incurred by the Firm or their representatives while executing the works.

4. Firm shall specifically confirm the compliance to all the sections of NIB as per individual sections/Para wise. Any non-compliance/deviations should be clearly mentioned para wise. Failure to do so will cause disqualification of the Firm. The scope of work and terms and conditions to maintain all the remote classroom ends given in this document should be specifically complied with by stating so, to specifications but not supporting it with documentary or writing phrases like 'as per attached literature.

5. All the terms and conditions would be applicable of RTPP Act 2012 and RTPP Rule 2013.

## 6. Warranty Period.

- a) The equipment /materials covered by this Specification should be warrantied for satisfactory operation and against defects in design, materials and workmanship for a period of at least 36 months from date of commissioning. The above Warranty Certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be properly rectified by the tenderer free of cost to the Purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, upon written notice from then Purchaser.
- b) Equipment/material failed or found defective during warranty period shall have to be warrantied after repair/replacement up to completion of 36 months from the date of commissioning.
- c) During the warranty period, Supplier shall replace the parts/ whole, if any, and remove any manufacturing defect if found during the above period to

make machinery and equipment operative. The Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.

**7. Training Facilities**

The Tenderer shall provide all possible facilities free of cost for training of DST's Technical personnel, where applicable when deputed by the Purchaser for acquiring first hand knowledge in assembly of the equipment and for its proper operation and maintenance.

**8. Patent Rights Etc.**

The Tenderer shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copyright protected either in the country of origin or in India by the use of any equipment/materials supplied by the Tenderer. But such indemnity shall not cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the Specification.

**9. Supply Period :**

Successful bidder should do Supply, Installation, Testing and Commissioning of Mobile Digital Planetarium System (1 system) and required accessories within the period of 21 days after receiving the award of contract.



# Section VI C: Contract Forms

## 1. Agreement

*(to be executed on a non-judicial stamp of appropriate value)*

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called "the 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 Governor of Rajasthan/ \_\_\_\_\_ *[name of the Procuring Entity if other than a department of the State Government* (hereinafter called "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 Procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur and has accepted a Bid by the Supplier for providing those Services/goods for the sum of \_\_\_\_\_ (amount in figures and words) (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Procuring Entity's Notification to the Supplier of Award of Contract;
  - (b) The Bid Submission Sheets, The Bid of the Supplier as accepted along with the correspondence done on it, if any and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
  - (c) The Special Conditions of Contract;
  - (d) The General Conditions of Contract;
  - (e) The Schedule of Requirements including performance specifications, drawings, etc;
  - (f) Instructions to Bidders;
  - (g) The Notice Inviting Bids;
  - (h) (The following Appendices) \_\_\_\_\_ .

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to

provide the Services/goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the supply of goods/Services and the remedying of defects therein (and if applicable maintain the services for the period of -----) , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times 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.

Witness 1

Witness 2

Signed by: \_\_\_\_\_

(for the Supplier)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Signed by: \_\_\_\_\_

*(for the Procuring Entity)*

*(On behalf of Governor of the State of Rajasthan)*

Witness 1

Witness 2

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_



## 2. Performance Security

(to be given by a Scheduled Bank in India)

[Bank's Name, and Address of Issuing Branch or Office] ...

**Beneficiary:** [Name and Address of Procuring Entity]

**Date:**

**Performance Guarantee No.:**

We have been informed that . . . [name of the Supplier]. . . . (hereinafter called "the Supplier") has entered into Contract No. . . . [reference number of the Contract]. . . . dated . . . . . with you, for the Procurement of Mobile Digital Planetarium System with required accessories in Regional Science Centre and Science Park, Jaipur (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Supplier, we . . . . . [name of the Bank]. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees\* . . . . . [amount in figures] . . . . . (Rupees..... [amount in words]. . . . . ) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the . . . . Day of . . . , . . . . . \*\*, and any demand for payment under it must be received by us at this office on or before that date.

.....  
**Seal of Bank and Authorized Signature(s)**

\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract  
\*\* Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.