Final RFP for Design, Laying, Testing, Commissioning and Maintenance of Optical Overlay access Network across Jaipur City on turnkey basis.

Contact Information:
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ACP(DD), RISL
Kuldeepyadav.doit@rajasthan.gov.in
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</thead>
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<td>Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</td>
</tr>
<tr>
<td>Date &amp; Time of Pre-bid meeting</td>
<td>06/05/2016 at 12:00 noon</td>
</tr>
<tr>
<td>Last Date &amp; Time of Submission of Bid</td>
<td>06/06/2016 till 03:00 p.m.</td>
</tr>
</tbody>
</table>
| Date & Time for Opening of Technical Bid | • Date: 06/06/2016  
• Time: 04:00 p.m. |

Bidding Document Fee: Rs. 5000/- (Rupees Five Thousand only)

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

RajCOMP Info Services Limited (RISL)
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)
Phone: 0141-5103902 Fax: 0141-2228701
Web: [http://risl.rajasthan.gov.in](http://risl.rajasthan.gov.in), Email: [kuldeepyadav.doit@rajasthan.gov.in](mailto:kuldeepyadav.doit@rajasthan.gov.in)
### ABBREVIATIONS & DEFINITIONS

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<th>Definition</th>
</tr>
</thead>
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<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.</td>
</tr>
<tr>
<td>Authorised Signatory</td>
<td>The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>Bid/ eBid</td>
<td>A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format</td>
</tr>
<tr>
<td>Bid Security</td>
<td>A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.</td>
</tr>
<tr>
<td>Bidder</td>
<td>Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity</td>
</tr>
<tr>
<td>Bidding Document</td>
<td>Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid</td>
</tr>
<tr>
<td>BoM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>Competent Authority</td>
<td>An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.</td>
</tr>
<tr>
<td>Contract/ Procurement Contract</td>
<td>A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement</td>
</tr>
<tr>
<td>Contract/ Project Period</td>
<td>The Contract/ Project Period shall commence from the date of issue of Work order. The Contract shall be valid for a period of 5 Years for Operations &amp; Maintenance Services after commissioning of the work order/route.</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off The Shelf Software</td>
</tr>
<tr>
<td>Day</td>
<td>A calendar day as per GoR/ GoI.</td>
</tr>
<tr>
<td>DeitY, GoI</td>
<td>Department of Electronics and Information Technology, Government of India.</td>
</tr>
<tr>
<td>DoIT&amp;C</td>
<td>Department of Information Technology and Communications, Government of Rajasthan.</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Full Form</td>
</tr>
<tr>
<td>--------------</td>
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</tr>
<tr>
<td>DWC Ducts</td>
<td>Double Walled Corrugated Ducts</td>
</tr>
<tr>
<td>ETDC</td>
<td>Electronic Testing &amp; Development Center</td>
</tr>
<tr>
<td>FOR/ FOB</td>
<td>Free on Board or Freight on Board</td>
</tr>
<tr>
<td>GI pipe</td>
<td>Galvanized Iron Pipe</td>
</tr>
<tr>
<td>GoI/ GoR</td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
<tr>
<td>Goods</td>
<td>All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves</td>
</tr>
<tr>
<td>HDPE</td>
<td>High Density Polyethylene</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>IFB</td>
<td>Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>ISI</td>
<td>Indian Standards Institution</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organisation for Standardisation</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>ITB</td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td>LD</td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>NCB</td>
<td>A bidding process in which qualified bidders only from within India are allowed to participate</td>
</tr>
<tr>
<td>NeGP</td>
<td>National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.</td>
</tr>
<tr>
<td>NIB</td>
<td>Notice Inviting Bid</td>
</tr>
<tr>
<td>Notification</td>
<td>A notification published in the Official Gazette</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>OFC</td>
<td>Optical Fibre Cable</td>
</tr>
<tr>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PC</td>
<td>Procurement/ Purchase Committee</td>
</tr>
<tr>
<td><strong>PoP</strong></td>
<td>Point of Presence</td>
</tr>
<tr>
<td>--------</td>
<td>------------------</td>
</tr>
<tr>
<td><strong>PQ</strong></td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td><strong>Procurement Process</strong></td>
<td>The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be</td>
</tr>
<tr>
<td><strong>Procurement/ Public Procurement</strong></td>
<td>The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly</td>
</tr>
<tr>
<td><strong>Project Site</strong></td>
<td>Wherever applicable, means the designated place or places.</td>
</tr>
<tr>
<td><strong>PSD/ SD</strong></td>
<td>Performance Security Deposit/ Security Deposit</td>
</tr>
<tr>
<td><strong>Purchaser/ Tendering Authority/ Procuring Entity</strong></td>
<td>Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.</td>
</tr>
<tr>
<td><strong>RajSWAN/ RSWAN</strong></td>
<td>Rajasthan State Wide Area Network</td>
</tr>
<tr>
<td><strong>RCC</strong></td>
<td>Reinforced Cement concrete</td>
</tr>
<tr>
<td><strong>RISL</strong></td>
<td>RajCOMP Info Services Limited</td>
</tr>
<tr>
<td><strong>RSDC</strong></td>
<td>Rajasthan State Data Centre, New IT Building, Jaipur</td>
</tr>
<tr>
<td><strong>RVAT</strong></td>
<td>Rajasthan Value Added Tax</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity</td>
</tr>
<tr>
<td><strong>SLA</strong></td>
<td>Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</td>
</tr>
<tr>
<td><strong>SSDG</strong></td>
<td>State Services Delivery Gateway</td>
</tr>
<tr>
<td><strong>State Government</strong></td>
<td>Government of Rajasthan (GoR)</td>
</tr>
<tr>
<td><strong>State Public Procurement Portal</strong></td>
<td><a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a></td>
</tr>
<tr>
<td><strong>STQC</strong></td>
<td>Standardisation Testing and Quality Certification, Govt. of India</td>
</tr>
<tr>
<td><strong>Subject Matter of Procurement</strong></td>
<td>Any item of procurement whether in the form of goods, services or works</td>
</tr>
<tr>
<td><strong>TEC</strong></td>
<td>Telecom Engineering Centre, DoT</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>TIN</td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td>TPA</td>
<td>Third Party Auditors</td>
</tr>
<tr>
<td>VAT/ CenVAT</td>
<td>Value Added Tax/ Central VAT</td>
</tr>
<tr>
<td>WO/ PO</td>
<td>Work Order/ Purchase Order</td>
</tr>
</tbody>
</table>
1. **INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

| Name & Address of the Procuring Entity | • Name: RajCOMP Info Services Limited (RISL)  
• Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) |
|----------------------------------------|-------------------------------------------------------------------------------------------------|
| Name & Address of the Project Officer In-charge (POIC) | • Name: Shri Kuldeep Yadav  
• Designation: Analyst Cum Programmer and DD, DoIT & C  
• Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)  
• Email: kuldeepyadav.doit@rajasthan.gov.in |
| Bid Procedure | Single-stage: Two part (envelop) open competitive eBid procedure at [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) |
| Bid Evaluation Criteria (Selection Method) | Least Cost Based Selection (LCBS)-L1 |
• Bidding document fee: Rs.5000.00 (Rupees Five Thousand Only) in Cash/ Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”.  
• RISL Processing Fee: Rs.1000.00 (Rupees One Thousand only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”. |
| Estimated Procurement Cost | Rs. 20.00 Crores (Rs.) |
| Bid Security and Mode of Payment | • Amount (INR): 40.00 Lacs. [2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction].  
• Mode of Payment: Banker’s Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of “Managing Director, RISL” payable at “Jaipur”. |
| Period of Sale of Bidding Document (Start/ End Date) | • Date : 02/05/2016  
• Last date : 06/06/2016 |
| Date/ Time/ Place of Pre-bid Meeting | • Date/ Time: 06/05/2016 at 12:00 noon  
• Place: Board Room, RISL  
• Last date of submitting clarifications requests by the bidder: **09/05/2016** |
| Manner, Start/ End Date for the submission of Bids | • Manner: Online at eProc website ([http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in))  
• Start Date: 23/05/2016 from 11:00 a.m. onwards  
• End Date: 06/06/2016 till 03:00 p.m. |
| Submission of Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee* | • Start Date: 23/05/2016 from 11:00 a.m. onwards  
• End Date: 06/06/2016 till 03:00 p.m. |
| Date/ Time/ Place of Technical Bid Opening | • Date: 06/06/2016  
• Time: 04:00 p.m.  
• Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg |

*Note: *Banker’s Cheque/ Demand Draft for tender fee, bid security and processing fee must be submitted in the prescribed format and account. The tender fee, bid security and processing fee will be non-refundable.
Note:
1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2) * In case, any of the bidders fails to physically submit the Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as per NIB, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of “Managing Director, RajCOMP Info Services Ltd.” payable at “Jaipur” from any Scheduled Commercial Bank.
3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
   Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   e-mail: eproc@rajasthan.gov.in
   Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

Chairman & Managing Director
2. **PROJECT PROFILE**

The GoR has identified IT and ITeS as a major thrust area for the growth and development of the State. As part of the overall initiatives of e-governance, when considering the implementation of a smart ICT plan for a city, the first step is to foster the development of a rich environment of networks that support digital applications, ensuring that these networks are available throughout the city and to all citizens. GoR wants to provide a robust, reliable, secure and scalable network. This will offer maximum connectivity and bandwidth to citizens and organisations located in the city.

In order to expand RajNet to various locations (mainly Jaipur City), DoIT&C/RISL through this RFP shall select a bidder, who would be responsible for Design, Laying, Testing Commissioning & Maintenance of Optical Overlay access Network across Jaipur City for period of 5 years on **Rate running contract(RRC) mode**.

The Network design and laying across city are expected to be completed within a period of one year, as such the rates quoted for laying shall remain valid for a period of one year from the date of issue of first work order. The rates may further be extended up to one year on mutual consent basis.

3. **PROJECT BRIEF**

Government of Rajasthan, as part of its on-going Information Technology reforms and considering the requirement of higher bandwidth, laying Optical fiber network between various government buildings/Public places of Jaipur City. It aims to utilize the benefits of Information Technology to bring about radical changes in the way various processes are carried out presently to improve the Accountability, Transparency & Effectiveness in Government administration.

The GoR, through RISL/DoIT&C, intends to connect various offices/locations over OFC and looking for complete end-to-end solution. The selected bidder shall be required to design the network, Supply all the related material, lay OFC across Jaipur City, carry out all the activities to put the link through, like--splicing, fitting, fixing, terminating etc. and Install the media converters.

After successful completion of optical overlay access network, the bidder is required to carry out the maintenance activity of the same for 5 years.
4. QUALIFICATION/ ELIGIBILITY CRITERIA

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.</td>
<td>- Copy of valid Registration Certificates - Copy of Certificates of Incorporation</td>
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<tr>
<td>2</td>
<td>Financial: Turnover</td>
<td>Average Annual Turnover of the bidder during last four financial years, i.e., from FY 2012-13 to FY 2015-16 should be at least Rs. 5 Crores.</td>
<td>CA Certificate with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>3</td>
<td>Financial: Net Worth</td>
<td>The net worth of the bidder, as on 31/03/2015, should be Positive, except for Govt. organizations/ PSU’s.</td>
<td>CA Certificate with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>4</td>
<td>Technical Capability</td>
<td>1. The bidder should have laid minimum 200 Km’s of underground OFC, Out of which at least 100 KM’s of OFC should have been laid through HDD technology, during last four financial years, i.e., from FY 2012-13 to FY 2015-16, for any telecom service provider or Govt. Agencies. AND 2. The bidder should have experience of optical Network Maintenance of 200 km for 2 years during last four financial years, i.e., from FY 2012-13 to FY 2015-16, for any telecom service provider or Govt. Agencies. OR 3. The bidder should have laid minimum 600 Km’s of underground OFC, Out of which at least 200 KM’s of OFC should have been laid through HDD technology, during last four financial years, i.e., from FY 2012-13 to FY 2015-16, for any telecom service provider or Govt. Agencies.</td>
<td>Work Completion Certificates from the client; OR Work Order + Phase Completion Certificate from the client A Self Certified Copy of ownership documents to be enclosed.</td>
</tr>
<tr>
<td>5</td>
<td>Tax registration and clearance</td>
<td>The bidder should have a registered number of i. VAT/ CST where his business is located ii. Service Tax iii. Income Tax / Pan number. The bidder should have cleared his VAT/ CST dues up to 31/12/2015 to the Government.</td>
<td>Copies of relevant certificates of registration VAT/ CST clearance certificate from the Commercial Taxes Officer of the Circle concerned</td>
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### Basic Requirement

<table>
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<tbody>
<tr>
<td>6</td>
<td>Mandatory Undertaking</td>
<td>Bidder should:</td>
<td>A Self Certified letter as per Annexure-5: Self-Declaration</td>
</tr>
<tr>
<td></td>
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<td><strong>a)</strong> not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</td>
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<td><strong>b)</strong> 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;</td>
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<td><strong>c)</strong> Not have a conflict of interest in the procurement in question as specified in the bidding document.</td>
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<td><strong>d)</strong> Comply with the code of integrity as specified in the bidding document.</td>
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<tr>
<td>7</td>
<td>OEM Qualification</td>
<td>1. All the Passive items (Patch cord, Pigtail, LIU, PVC &amp; Precast Jointing Chamber) must be used from an ISO certified Manufacturer.</td>
<td>Copy of the Certificates to be submitted.</td>
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<tr>
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<td>2. The OFC and ducts should conform to the specified TEC GR, which may be got tested from appropriate laboratory.</td>
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**B. In addition to the provisions regarding the qualifications of the bidders as set out in (1) above:**

- **a.** The procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion of Bids / Disqualification in Chapter-6: ITB"; and
- **b.** The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
5. SCOPE OF WORK, DELIVERABLES & TIMELINES

For successful implementation of the project, the Bidder shall depute one Program Manager at RISL/DoIT&C, Jaipur within 15 days of signing of agreement as single point of contact (SPOC) for RISL/DoIT&C during implementation phase of the project. Bidder shall provide the contact numbers, e-mail id and other relevant details of the SPOC to RISL/DoIT&C. The Program Manager shall be provided sitting arrangement by RISL/DoIT&C.

1) Details of Work (SoW)

The broad responsibility of the SI/Bidder under the scope of work for this tender shall be as under:

- Design of Optical overlay access Network across Jaipur City.
- Laying of OFC Through H.D.D (Horizontal Directional Drilling).
- Laying of OFC Through Open Trenching/Moling
- Laying of OFC through Hammering/Chiselling
- Laying of OFC through PLB/PVC conduit
- Splicing, Termination, Commissioning of OFC links
- Supply & Installation of all required materials
- Maintenance of established Optical overlay access Network for 5 years.

The following is the brief of activities to be performed:

a. The Bidder is required to carry out the normal preliminary feasibility survey and submit overlay access Network design indicating fibre route, type of cable, OFC chamber location etc. as required under clause “Network Design”.

b. On the basis of the preliminary network design submitted by bidder, The same shall be reviewed and Network design shall be finalized by RISL/DoIT&C in consultation with the bidder. The work order for OFC laying shall be issued by GoR/RISL official as per final Network design.

c. It is essential that the cable is laid after obtaining due permission from all the concerned authorities to avoid any damage (which may result in disruption of services / revenue loss) and shifting in near future due to their planned road widening works.

d. OFC Cable may preferably be laid straight as far as possible along the road near the boundaries, away from the burrow pits.

e. The Optical Fibre Cable shall be laid through PLB HDPE Ducts buried at a nominal depth of 165 cms. Under compelling conditions/ genuine circumstances due to site constraints/ soil conditions, relaxation may be granted by the GoR/RISL official for excavation of trench to a depth lesser than 165cm, however depth less than 60cm may be permitted in exceptional cases. In such case, additional suitable protection as defined in the document shall be provided. For all cases of lesser depth, bidder must take prior written permission.
from DoIT&C/RISL officials.

f. Protection by R.C.C. Pipes/GI pipes and/or concreting/ chambering has to be provided to cable wherever the depth is less than 165cms.

g. The bidder shall be required to lay the OFC through open trenching, HDD / HDPE ducts, PVC conduit and/or hammering and chiselling, as per the site requirement.

h. Fixing of GI pipes/troughs with clamps on culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, wherever necessary. Normally, RCC/DWC pipes shall be used and use of GI pipes shall be avoided. However, in case it is felt that GI pipe is unavoidable in certain circumstances this should be done with the prior approval of GoR/RISL official.

i. Laying Protection Pipes on Bridges And Culverts. In case trenching and pipe laying is not possible on the culverts, the pipes shall be laid on the surface of the culverts/bridges after due permission from the competent authority.

j. Back filling and Dressing of the pits.

k. Making manhole/ jointing Chamber at every Cable pulling location for housing the OF Cable loop.(The length shall be as per RISL directions)

l. Fixing of route Indicator/joint indicator, concreting and back filling of pits. Painting of route indicators with Brown colour and joint Indicator by Grey colour and sign writing denoting route/joint indicator number and marked as “RajNet”.

m. The Bidder shall ensure no damage is caused to any underground or surface installations belonging to other public utility services and/or private parties. While trenching/HDD, the bidder should not cause damage to any underground installations belonging to other agencies and any damage caused should be made good at his/her own cost and expenses and shall be fully responsible for the same.

n. The bidder shall undertake horizontal boring to bore a hole of required size and to push through G.I. Pipe (50 mm ID) through horizontal bore at road crossing.

o. Splicing of fibre in Joint closures and FTB/FDMS and tapping required no. of fibres from existing joint enclosures or making new joints with installation of new joint enclosures in run through OFC and exposing the existing cable by trenching & digging.

p. Installation of LIUs at both the ends and splicing at LIU termination point.

q. The route of the fibre shall be mapped on GIS (Geographic Information System) available at RISL/DoIT&C. The bidder is required to submit latitude and longitude of every 100 meter, every joint, every turn and every road crossing.

r. Supply and termination of Fibre connectors wherever is required.

s. End to end Testing & Submission of test results, OFC route diagrams.

t. Supply of all material required for end-to-end solution.

u. Supply and installation of Ethernet to fibre converters.

v. Maintenance of established optical overlay access network and meeting their SLA
parameters.

2) **Survey and Overlay access Network Design**
   a) It is proposed to lay 96/48 fibre cables in ring design along the main roads of Jaipur city. There shall be multiple rings to cover the city.
   b) Fibres shall be dropped at various locations along the ring route like Main Circles, Govt. buildings, Public places etc.
   c) 24/12 fibre cables shall be laid from termination points of 48/96 fibre cables to cover nearby Circles, Govt. buildings, Public places etc.
   d) **The Network design and laying across city are expected to be completed within a period of one year, as such the rates quoted for laying shall remain valid for a period of one year from the date of issue of first work order. The rates may further be extended up to one year on mutual consent basis.**
   e) The Successful bidder is required to carry out survey of Jaipur City to design the overlay access Network.
   f) The Network design should include:
      i. Route marking for 96/48/24/12 core fibre cable along with alignment of cable on the Road.
      ii. Number of PLB pipes proposed in each route.
      iii. OFC Chamber locations.
      iv. Fibre drop/Insert/Termination locations along with fibre utilization details.
      v. Marking of locations where additional protection is required.
      vi. The Successful bidder needs to provide details of laying practices e.g. length through HDD, Open trenching, Moling, Chiselling and Hammering conduits etc.
   g) The Survey should ensure to connect maximum possible sites falling on the proposed route, including Govt. of Rajasthan offices/Public places on a single route by physical patching of fibre Network.
   h) The Successful bidder is required to utilise existing OFC laid by DoIT&C/RISL to connect maximum possible offices, details will be provided by RISL.
   i) The Network design should be submitted on the city geographical Map of appropriate size preferably B1 or higher size.
   j) The Network shall be designed in a phased manner so as to cover the complete city. The work orders shall be issued in phased manner as per priority of the RISL/GoR.
   k) The Survey report should include route map (Vector Landbase) with Colour coding of different routes and category of respective cables and laying methods. The map should have details regarding Drainage line, Power cables, Water supply cables, Railway lines and Road category (Like State & National Highways) etc.
   l) On the basis of the final Network design/Survey reports/Routes of OFC cable laying shall
be awarded by Govt. of Rajasthan/RISL officials and return approval shall be given for laying of OFC.

3) OFC Laying Practices

A. Laying of OFC Through Horizontal Directional Drilling (H.D.D.)

The specific approval shall be granted by RISL for HDD lengths.

- Excavation of trench and laying of HDPE Duct through H.D.D. technique. The Optical Fibre Cable shall be laid through PLB HDPE Ducts buried at a nominal depth of 165cms.
- Back filling and dressing of the excavated trenches.
- Blowing/puling of Optical Fiber Cable with proper tools and accessories.

B. Laying of OFC Through Open Trenching/Moling

a. The trench will normally follow the foot-path of the road except where it may have to come to the edge of the carriage way cutting across road with specific permissions from the concerned authorities maintaining the road. Outside the built up limits the trench will normally follow the boundary of the roadside land. However, where the road side land is full of burrow pits or afforestation or when the cable has to cross culverts/ bridges or streams, the trench may come closer to the road edge or in some cases, over the embankment or shoulder of the Road (permissions for such deviations for cutting the embankment as well as shoulder of the road shall be obtained).

b. The line-up of the trench must be such that OFC shall be laid in a straight line, both laterally as well as vertically except at locations where it has to necessarily take a bend because of change in the alignment or gradient of the trench.

c. The depth of the trench form top of the surface shall not be less than 165 cms unless otherwise relaxation is granted by competent authority under genuine circumstances.

d. When trenches are excavated in slopes, uneven ground, inclined portion, the lower edge shall be treated, as top surface of land and depth of trench will be measured accordingly.

e. Water present in the trench at the time of laying the PLB HDPE Ducts shall be pumped out by the contractor before laying the pipes in the trench to ensure that no mud or water gets into the pipes, thus choking it. The Bidder shall be responsible for all necessary arrangements to remove or pump out water from trench, wherever required. The Bidder should survey the soil conditions encountered in the section and make his own assessment about dewatering arrangement that may be necessary. No extra payment shall be admissible for this.

f. Wherever the soil is hard due to dry weather conditions, if watering is to be done for wetting the soil to make it loose, the same shall be done by the Bidder. No extra payment shall be admissible for this.
g. No blasting shall be permitted. Generally such routes shall be rejected at the survey stage. However, the rocky/Hard surface is encountered during digging stage (and was not visually seen during survey), the maximum possible depth may be achieved by hammering/chiselling.

h. The contractor shall ensure that trenching and pipe laying activities are continuous, without leaving patches or portions incomplete in between. In case intermediate patches are left, measurement of the completed portions will be taken only after work in such left over patches are also completed in all respects.

i. Preparatory to aligning the pipe for jointing, each length of the PLB HDPE Ducts shall be thoroughly cleaned to remove all sand, dust or any other debris that may clog, disturb or damage the optical fibre cable when it is pulled at a later stage. The ends of each pipe and inside of each Socket shall be thoroughly cleaned of any dirt or other foreign materials.

j. The open ends of the pipes sections shall be tightly closed with end caps to prevent the entry of dirt/mud, water or any foreign matter into PLB HDPE Ducts.

k. Ends of the PLB HDPE Ducts at the manholes shall be sealed using end caps to the end caps to avoid choking of the pipes. In a similar manner, manholes shall be kept while approaching bridges, road crossings etc.

l. The charges for the moling shall be same as that of open trenching. The bidder should take decision of moling depending on the route condition.

C. Laying of OFC Through chiselling and hammering
   a) The bidder would be required to lay OFC cables through chiselling and hammering in Conduit pipes where OFC is to be laid within a Campus, having RCC or Bitumen surface, to connect different offices.
   b) This process shall be resorted only when it is not possible to lay the OFC through HDD or Open trenching.
   c) The bidder shall be required to dig a slit of at least 6 inch deep and lay the HDPE pipe. The OFC shall be drawn through HDPE pipe thus laid.
   d) The OFC shall be laid in straight line avoiding sharp turns.
   e) The slit should be properly filled back using RCC mixture.

D. Laying of OFC through Conduits
   a) The bidder would be required to lay OFC cables in Conduit pipes where OFC is to be laid within a Campus/building to connect different offices. The laying shall including casing and fixing of conduit pipes.
   b) PVC conduit pipe shall be used in corridors, along walls or within premises. The PVC conduit pipe should be ISI mark and having inner minimum diameter of 20 mm.
c) Supply & Installation of any other item required for successful commissioning of end to end OFC Network.
d) Any other activity required for successful commissioning of end to end OFC Network.

E. Protection
Wherever the depth is less than 165 Cms. the bidder shall provide protection of the laid OFC as below:
   a) The HDPE pipe should be laid through DWC pipe or HDPE pipe may be protected by half round RCC pipe.
   b) A cement concrete layer of approx. 6 inches thickness should be laid over the DWC/half round pipe.
   c) OFC should be pulled through HDPE pipe.
   d) At road crossings the HDPE pipe should be laid through GI pipe.

No payment for DWC pipes or RCC pipes including Cementing shall be made as these are to be used for Protection at lesser depth.

F. Back Filling and Dressing of the Trench
   a. Provided that the PLB Ducts have been properly laid in the trench/HDD duct at the specified depth, the back filling operation shall follow as early as practicable. The back filling operation shall be performed in such a manner so as to provide firm support under and above the PLB Ducts and to avoid bend or deformation of the OFC when the OFC get loaded with the back filled earth.
   b. Back filling on public, roads, railway crossings, footpaths in city areas shall be performed immediately after laying the PLB Ducts. Back filling at such locations shall be thoroughly rammed, so that it is safe for the road traffic.

G. Jointing and Splicing
   a. The OFC should be pulled through PLB HDPE/PVC ducts (as per the requirement).
   b. Optical Fibre Cable Joints will be at varying distances depending upon the lengths of fibre to be laid for connecting offices. All fibres are to be spliced at every Joint & at both ends (Terminations) in the equipment room.
   c. The fibre may be required to be dropped/Inserted at OFC chambers.
   d. All the Fibres should be jointed at all locations and tested for end to end connectivity.
   e. The Infrastructure required for cable splicing i.e. Jointing kit, Splicing machine, OTDR, Optical talk set, Tool kit etc. shall be arranged by the Bidder and also any additional accessories. e.g. Engine etc. required at site for splicing will also be arranged by the
Bidder.
f. The Optical Fibre Cable thus jointed end-to-end shall be tested and demonstrated to GoR/RISL official for splice losses and transmission parameters as specified in RFP and prevalent at that time. The through Optical Fibre should meet all the technical parameters specified in the RFP.

H. Construction of Jointing Chamber
The joint chambers are provided at every joint to keep the O.F.C. joint well protected and also to keep extra length of cable, which may be, required to attend the faults at a later date. Jointing chambers are to be prepared at the Fiber Point of Interconnect (FPIO) or as per site requirement.

Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber of internal size of 1.5 meter x 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-cast jointing chamber of internal diameter of 1.2 meter filling of jointing chamber with clean sand, placing either pre-cast RCC cover or store of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.
The cover of the jointing chamber should have sufficient strength to permit flow of normal traffic. In case of damage to the chamber/Cover, the same shall be replaced by bidder immediately during the O&M period.

I. Fixing of Route Indicators / Joint Indicators
Route Indicators are required to be placed at every Manhole and Jointing chamber and where O.F. Cable changes directions like road crossing etc. The indicator shall be secured in upright position by ramming with stone and murrum.

J. Leading in/ Leading Out
   a. The bidder is required to lay/extend the OFC up to existing equipment, both ends of the sites.
   b. The OFC shall be properly laid in HDPE/ISI marked PVC pipe of suitable dia. The HDPE/PVC pipe shall be properly clamped at suitable distance to avoid hanging of pipe. The pipe may be laid along/over walls, away from electrical installations.
   c. The bidder is required to Splice Pigtails for all the Fibres terminating at all the sites.

K. Scope of work for terminal points
   a. Supply & Installation of LIU/Fibre Patch Panel/Fibre Distribution Frame at both the ends along with splicing of all cores and pig tailing at termination point.
   b. Supply & Installation and commissioning of Media Converters (optical to Ethernet)
where ever required

c. Supply & Installation of Ethernet Patch cords and termination at Network Switch.
d. Supply & Installation of any other item required for successful commissioning of end to end OFC Network.
e. Any other activity required for successful commissioning of end to end OFC Network.

L. Permission

a. The successful bidder shall co-ordinate with respective authorities to obtain permission from PWD, JDA/UIT, Municipal Corporation and other local authorities before initiating the actual OFC Laying work. Any cost towards obtaining such permissions like Permission Charges, Road-Cutting and restoration charges shall be borne by RISL/DoIT&C and shall be directly deposited by RISL with respective authorities if any.
b. OFC shall be laid only on the routes which do not require blasting. No permission for blasting shall be given.
c. Any delay in acquiring the permission from the respective authority shall not be counted on part of bidder.

M. Transportation

a. The materials required for executing the work entrusted to the bidder against a work order, to be supplied by the GoR or otherwise, to execute the work under the contract, to site shall be carried by the bidder at his/their own cost.
b. The costs of transportation are to be subsumed in the standard Schedule Rates and therefore no separate charges shall be payable on this account.

N. Disposal of Empty Cable Drums

a. The Bidder shall not be allowed to dump the empty cable drums in Govt./Public place which may cause inconvenience to the GoR / public.
b. The Bidder shall be responsible to proper dispose of the empty cable drums after laying of the cables. No charges shall be paid towards disposal of cable drums.
c. If the Bidder does not dispose of the empty cable drums within 3 days of becoming it empty, the RISL/GoR shall be at liberty to dispose off the drums in any manner deemed fit and also recover the expenditure incurred from the bill/security deposit/any other amount due to the Bidder.

O. Documentation

The documentation, consisting of the following shall be prepared and provided both in Electronic format on CD as well as binded copy.
All the diagrams/documents shall bear the signatures of the Bidder and GoR/RISL official as a proof of accuracy of the details. The route wise diagrams shall be bound in A-4 size book with cover.

**Route Index Diagrams**

- This diagram shall consist of Cable Route Details on Geographical Map with prominent land marks (or google map) and alignment of cable with reference to road.
- These diagrams will contain:
  - Make and size of the cable.
  - Offset of cable from centre of the road at every 10 meters.
  - Depth profile of Cable at every 10 meter by marking depth texts.
  - Details of protection with type of protection depicted on it;
  - Location of culvert and bridges with their lengths and scheme of laying OFC thereon.
  - Important landmarks to facilitated locating the cable in future; Location of Joints and pulling manholes.
- These diagrams shall be prepared on A-3 sheets. On one sheet profile of maximum 400 meters shall be given to ensure clarity.
- The front cover shall have the following details.
  - Name of the office/location connected
  - Name of the RISL with logo
  - Name of the Bidder
  - Date of commencement of work
  - Date of completion of work

**Details of inventory**

The bidder shall submit the details of inventory (billable items) used for each route.
4) **User Acceptance Test (UAT)**

The primary goal of Acceptance Testing is to ensure that the work (including all the components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Infrastructure Compliance
- Performance
- Project Documentation

a. The Successful bidder shall inform the department in writing, as and when the work is completed for a specific work order, with the request to conduct UAT.

b. UAT shall be conducted route wise.

c. DoIT&C/RISL may associate authorized personnel for UAT.

d. The bidder shall co-ordinate and carry any other required test as desired by purchaser.

e. The bidder shall bring all the testing equipment to site as required under the procedure to carry out testing at no extra cost.

f. The time taken for approval of UAT acceptance by DoIT&C/ RISL, shall not be considered as delay on bidder’s part.

g. The tests may include general OFC laying practice followed by the bidder, sample depth tests, OTDR end to end parameter reports, end to end link test, Material compliance as required.

h. The bidder is required to rectify the shortcomings reported, if any, during the testing. The selected bidder shall make the required changes at no extra cost.

i. The payment shall be released to the Bidder from the date of successful testing and acceptance of the respective route.

j. The RISL/GoR may engage third party auditor (TPA) at its own costs to carry out UAT. The bidder shall be required to extend required cooperation including carrying at pit holes, Testing of Material/Links etc. for successful UAT by TPA.

k. **Supplies may be subject to inspection to ensure whether they conform to the specifications.** Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) etc. and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
5) **Link Commissioning**

Final approval/ user acceptance of the route shall be given by RISL/DoIT&C after successful laying, testing and receipt of documents. It is the responsibility of the bidder to submit test reports and obtain the UAT approval from the RISL/ DoIT&C.

On successful UAT of the respective links, the same shall be declared commissioned and GO-LIVE (i.e. declared as commissioned) shall be given for that particular link with effective from date of submission of UAT report.

6) **Maintenance**

a. Bidder shall be responsible for providing maintenance services to the OFC cables, HDPE Duct, Splicing, LIUs, Chambers & related materials for 5 years from the date of “GO-LIVE” and shall be responsible to restore back to original working condition in case of any complaint.

b. All the material, spares, replacements and tools/equipment required to maintain the OFC shall be supplied by the bidder without any extra charges.

c. The penalty, as defined under SLA, shall be applicable for delay or failure to restore the link.

d. The bills for maintenance charges shall be raised route wise.

e. The maintenance charges shall be paid on half-yearly basis. The first bills shall be paid on pro-rata basis, so as to bring uniformity in date for each route.

f. The selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.

g. If the selected bidder fails to remedy the defect within 15 days of lodging the complaint, the purchaser may proceed to get it rectified from other sources and will deduct the expenditure incurred from the payable amount to bidder.

h. During the Maintenance period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

i. Successful bidder shall provide the contact no. and e-mail ID on which the complaints are to be lodged. The SLA timelines shall start from the time of lodging the compliant on any of these contacts.
7) **Safety Precautions**

a. The bidder shall ensure that all the required precautions are taken to avoid any accident, damage, harm to man, machine and material.

b. The bidder should ensure to abide by all safety regulations and practices.

c. The bidder shall ensure that no damage is caused to customer premises and property and to restore the property, wherever required, at no cost to purchaser, if any damage occurs.

d. Necessary barricades, night lamps, warning board and required watchman shall be provided by the Bidder to prevent any accident to pedestrians or vehicles. The Bidder shall employ sufficient man-power for this with caution boards, flags, sign writings etc.

e. The Bidder should provide sufficient width at the trench at all such places, where it is likely to cave in due to soil conditions without any extra payment.

8) **Project Deliverables, Milestones & Time Schedule**

The milestones, deliverables and time schedule for the implementation of project shall be as follows:-

a) The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period.

b) It should be noted that any delay in the project timelines shall attract Liquidated Damages to the selected bidder.

c) **T is the event marking date of issue of work order to the successful bidder.**

d) Separate Work orders shall be issued for Network design & OFC execution.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Project Activity/ Scope of Work</th>
<th>Deliverables (Reports/ Docs./ Infra.)</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Signing of Agreement and Submission of Security Deposit</td>
<td>Agreement and Security Deposit</td>
<td>Within 20 days from date of issue of letter of Acceptance of bid.</td>
</tr>
<tr>
<td>2.</td>
<td>Submission of final Network Design for the specified area of city.</td>
<td>Network Design on the Map along with required details as specified in the document.</td>
<td>T+21 days for draft Network design. Additional seven days for final Network design incorporating the required changes as suggested by RISL/DoIT&amp;C</td>
</tr>
<tr>
<td>3.</td>
<td>Completion of end to end OFC laying as per work order.</td>
<td>Installation report, test report and documents as defined under heading ‘Documentation’ for each route</td>
<td>T+90 days</td>
</tr>
<tr>
<td></td>
<td>Completion of activity as specified in document.</td>
<td>Satisfactory performance report signed by RISL/GoR Officer</td>
<td>Half yearly for Five years from the date of</td>
</tr>
</tbody>
</table>
Note:

- Any delay due to reasons not attributable to the bidder shall be excluded from the delivery timelines for LD/SLA.
6. **INSTRUCTION TO BIDDERS (ITB)**

1) **Sale of Bidding/ Tender Documents**
   a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
   b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker’s cheque.
   c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) **Pre-bid Meeting/ Clarifications**
   a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
   b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
   c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
      a. Last date of submitting clarifications requests by the bidder: as per NIB
      b. Response to clarifications by procuring entity: as per NIB
   d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) **Changes in the Bidding Document**
   a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder,
modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

a) Bidders must submit their bids online at e-Procurement portal i.e. http://eproc.rajasthan.gov.in.

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
c) A Single stage-Two part/ cover system shall be followed for the Bid:
   a. Technical Bid, including fee details, eligibility& technical documents
   b. Financial Bid

d) The technical bid shall consist of the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidding document Fee (Tender Fee)</td>
<td>Proof of submission (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>RISL Processing Fee (e-Procurement)</td>
<td>Instrument/ Proof of submission (PDF)</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Security</td>
<td>Instrument/ Proof of submission (PDF)</td>
</tr>
</tbody>
</table>

**Fee Details**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>Bidder’s Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.</td>
<td>As per Annexure-4 (PDF)</td>
</tr>
<tr>
<td>5.</td>
<td>All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility</td>
<td>As per the format mentioned against the respective eligibility criteria clause (PDF)</td>
</tr>
</tbody>
</table>

**Eligibility Documents**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Index mentioning page no. of all the submitted documents</td>
<td>Page Index</td>
</tr>
<tr>
<td>7.</td>
<td>Certificate of Conformity/ No Deviation</td>
<td>As per Annexure-6 (PDF)</td>
</tr>
<tr>
<td>8.</td>
<td>Declaration by Bidders</td>
<td>As per Annexure-7 (PDF)</td>
</tr>
<tr>
<td>9.</td>
<td>Manufacturer’s Authorisation Form (MAF)</td>
<td>As per Annexure-8 (Indicative Format) (PDF)</td>
</tr>
<tr>
<td>10.</td>
<td>Undertaking on Authenticity of Comp. Equip.</td>
<td>As per Annexure-9 (PDF)</td>
</tr>
<tr>
<td>11.</td>
<td>Components Offered + Technical specifications compliance sheet for all items only on OEM Letter Head</td>
<td>As per Annexure-10 (PDF)</td>
</tr>
</tbody>
</table>

**Technical Documents**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial Bid - Format</td>
<td>As per BoQ (.XLS) format available on e-Procurement portal</td>
</tr>
</tbody>
</table>

b) Financial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial Bid - Format</td>
<td>As per BoQ (.XLS) format available on e-Procurement portal</td>
</tr>
</tbody>
</table>

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

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

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

7) **Alternative/ Multiple Bids**

   Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the “Annexure-10: Components Offered”.

8) **Bid Security**

   Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

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

   b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

   c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

   d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

   e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

   f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:
   a. when the bidder withdraws or modifies its bid after opening of bids;
   b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
   c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
   d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
   e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

k) No interest shall be payable on the bid security.

l) 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.

m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:
   a. the expiry of validity of bid security;
   b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
   c. the cancellation of the procurement process; or
   d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) **Deadline for the submission of Bids**

a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10) Withdrawal, Substitution, and Modification of Bids
   a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
   b) Bids withdrawn shall not be opened and processes further.

11) Opening of Bids
   a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
   b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
   c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding bidders’ names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
   d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
   e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
b. bid is valid for the period, specified in the bidding document;
c. bid is unconditional and the bidder has agreed to give the required performance security; and
d. Other conditions, as specified in the bidding document are fulfilled.
e. Any other information which the committee may consider appropriate.
f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) **Selection Method:**

a) The selection method is Least Cost Based Selection (LCBS or L1).

b) The RISL/DoIT&C reserves the right to distribute works among L1 & L2 bidder in the ratio of 60:40, at L1 rates.

c) If L2 bidder disagrees to match L-1 rates, the offer shall be passed on to the L3 bidder at L-1 rates and so on. However, if none of the bidder accepts the L-1 rates, the entire project shall be awarded to L-1 bidder.

13) **Clarification of Bids**

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee’s request for clarification and the response of the bidder shall be through the e-Procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:

i. “deviation” is a departure from the requirements specified in the bidding document;

ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that, if accepted, shall:

i. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

ii. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or

iii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc.
within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”

d) Tabulation of Technical Bids

a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;

b) The process of opening of the financial Bids shall be similar to that of technical Bids.

c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;

d) conditional Bids are liable to be rejected;

e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order;

g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) **Correction of Arithmetic Errors in Financial Bids**

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) **Comparison of rates of firms outside and those in Rajasthan**

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

18) **Price/ purchase preference in evaluation**

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

a) 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.

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

c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

20) **Exclusion of Bids/ Disqualification**

a) A procuring entity shall exclude/disqualify a Bid if: -

   a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

   b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

   c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:
   a. communicated to the concerned bidder in writing;
   b. Published on the State Public Procurement Portal, if applicable.

21) Lack of competition

a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:
   a. the Bid is technically qualified;
   b. the price quoted by the bidder is assessed to be reasonable;
   c. the Bid is unconditional and complete in all respects;
   d. there are no obvious indicators of cartelization amongst bidders; and
   e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.
22) **Acceptance of the successful Bid and award of contract**

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance securities obtained.
23) **Information and publication of award**

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

24) **Procuring entity's right to accept or reject any or all Bids**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

25) **Right to vary quantity**

a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -

   a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
   b. 50% of the value of goods or services of the original contract.

26) **Performance Security**

a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

b) The amount of performance security shall be 5%, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms: -
a. Bank Draft or Banker’s Cheque of a scheduled bank;
b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
d. Fixed Deposit Receipt (FDR) of a 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 FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

d) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
a. When any terms and condition of the contract is breached.
b. When the bidder fails to make complete supply satisfactorily.
c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
g) No interest shall be payable on the PSD.

27) Execution of agreement

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
c) If the bidder, who’s Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding
document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder.

d) The bidder will be required to execute the agreement on a non-judICIAL stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

28) **Confidentiality**

   a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
      a. impede enforcement of any law;
      b. affect the security or strategic interests of India;
      c. affect the intellectual property rights or legitimate commercial interests of bidders;
      d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

   b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

   c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

   d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

29) **Cancellation of procurement process**

   a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

   b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
      a. at any time prior to the acceptance of the successful Bid; or
      b. after the successful Bid is accepted in accordance with (d) and (e) below.

   c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e) If the bidder who’s Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
   a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
   b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

30) **Code of Integrity for Bidders**

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

   b) The code of integrity include provisions for: -

       a. Prohibiting
           i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
           ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
           iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
           iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
           v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
           vi. 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;
           vii. any obstruction of any investigation or audit of a procurement process;

       b. disclosure of conflict of interest;

       c. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
c) Without prejudice to the provisions below, in case of any breach of the code of integrity by 
a bidder or prospective bidder, as the case may be, the procuring entity may take 
appropriate measures including: -
   a. exclusion of the bidder from the procurement process;
   b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
   c. forfeiture or encashment of any other security or bond relating to the procurement;
   d. recovery of payments made by the procuring entity along with interest thereon at bank 
      rate;
   e. cancellation of the relevant contract and recovery of compensation for loss incurred by 
      the procuring entity;
   f. Debarment of the bidder from participation in future procurements of the procuring 
      entity for a period not exceeding three years.

31) Interference with Procurement Process

   A bidder, who:
   a) withdraws from the procurement process after opening of financial bids;
   b) withdraws from the procurement process after being declared the successful bidder;
   c) fails to enter into procurement contract after being declared the successful bidder;
   d) fails to provide performance security or any other document or security required in terms 
      of the bidding documents after being declared the successful bidder, without valid 
      grounds,
     shall, in addition to the recourse available in the bidding document or the 
contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of 
the assessed value of procurement, whichever is less.

32) Appeals

   a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is 
   aggrieved that any decision, action or omission of the procuring entity is in 
   contravention to the provisions of the Act or the rules or guidelines issued thereunder, he 
   may file an appeal to such officer of the procuring entity, as may be designated by it for the 
   purpose, within a period of 10 days from the date of such decision or action, omission, as 
the case may be, clearly giving the specific ground or grounds on which he feels 
   aggrieved:
   a. Provided that after the declaration of a bidder as successful in terms of “Award of 
      Contract”, the appeal may be filed only by a bidder who has participated in 
procurement proceedings:
b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
   
   First Appellate Authority: Principal Secretary, IT&C, GoR
   
   Second Appellate Authority: Principal Secretary, Finance Department, GoR

f) Form of Appeal:
   
a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.

b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

g) Fee for Appeal: Fee for filing appeal:
   
a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:
   
a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
   i. hear all the parties to appeal present before him; and
   ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d. The order passed under (c) shall also be placed on the State Public Procurement Portal.

i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

33) Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

34) Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

35) Offenses by Firms/ Companies

a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-
   a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
   b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

36) Debarment from Bidding
   a) A bidder shall be debarred by the State Government if he has been convicted of an offence
      a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
      b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

   b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

   c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.

   d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

   e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.
37) Monitoring of Contract

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.
7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

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

a) “Contract” means the Agreement entered into between the Purchaser and the successful/selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

c) “Contract Price” means the price payable to the successful/selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

d) “Day” means a calendar day.

e) “Delivery” means the transfer of the Goods from the successful/selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) “Completion” means the fulfilment of the related services by the successful/selected bidder in accordance with the terms and conditions set forth in the Contract.

g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/selected bidder is required to supply to the Purchaser under the Contract.

h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.

i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/selected bidder under the Contract.

j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/selected bidder.

k) “Supplier/Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/selected bidder.

l) “The Site,” where applicable, means the designated project place(s) named in the bidding document.
Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate
translation of the relevant passages in the language specified in the special conditions of
the contract, in which case, for purposes of interpretation of the Contract, this translation
shall govern.

b) The successful/ selected bidder shall bear all costs of translation to the governing
language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium or Association

Joint venture, consortium, or association is not allowed for this bid.

5) Eligible Goods and Related Services

a) For purposes of this Clause, the term “goods” includes commodities, raw material,
machinery, equipment, and industrial plants; and “related services” includes services such
as insurance, transportation, supply, installation, integration, testing, commissioning,
training, and initial maintenance.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should
be the ones which are produced in volume and are used by a large number of users in
India/ abroad. All products quoted by the successful/ selected bidder must be associated
with specific make and model number, item code and names and with printed literature
describing configuration and functionality. Any deviation from the printed specifications
should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder
is to quote/ propose only one make/ model against the respective item.

c) The OEM/ Vendor of the quoted product must have its own registered spares depot in
India having adequate inventory of the equipment being quoted for providing the necessary
spares as per the requirements of the bidding document.

d) The OEM/ Vendor of the quoted product should also have its direct representation in India
in terms of registered office for at least past 3 years. The presence through any
Distribution/ System Integration partner agreement will not be accepted.

e) Bidder must quote products in accordance with above clause “Eligible goods and related
services”.

6) Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the
address specified in the contract. The term “in writing” means communicated in written
form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is
later.
7) Governing Law

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

8) Scope of Supply

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

c) The bidder shall not quote and supply and hardware/ software that is likely to be declared as End of Sale in next <n months> and End of Service/ Support for a period of <n Years> from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9) Delivery & Installation

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

10) Supplier’s/ Selected Bidder’s Responsibilities

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

11) Purchaser’s Responsibilities

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public
authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

12) Contract Price

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

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

13) Recoveries from Supplier/ Selected Bidder

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14) Taxes & Duties

a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.

b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.
15) Confidential Information

a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
   i. the Purchaser or Supplier/ Selected Bidder need to share with RISL or other institutions participating in the Contract;
   ii. now or hereafter enters the public domain through no fault of that party;
   iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
   iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16) Sub-contracting

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

17) Specifications and Standards

a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

b) Technical Specifications and Drawings

i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

18) Packing and Documents

a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation,
rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

19) Insurance

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

b) The goods will be delivered at the FOR destination in perfect condition.

20) Transportation

a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier’s/ selected bidder’s bill.

21) Inspection

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier’s/ selected bidder’s premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.

b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

c) After successful inspection, it will be suppliers/ selected bidder’s responsibility to dispatch and install the equipment at respective locations without any financial liability to the
Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

22) Samples

a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.

b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.

c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

d) Samples not approved shall be collected by the unsuccessful bidder. RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

e) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

23) Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of supplier/ bidder/ selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.
24) Testing charges
Testing charges shall be borne by the Government. In case, test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

25) Rejection
a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
b) If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder’s risk and on his account.

26) Extension in Delivery Period and Liquidated Damages (LD)
a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
   i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15
days from such occurrence but before expiry of stipulated period of completion of
delivery of goods and service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of
goods and service and the period of delay occurred due to that and recommend the
competent authority on the period of extension which should be granted with or without
liquidated damages.

iii. Normally, extension in delivery period of goods and service in following circumstances
may be considered without liquidated damages:
   a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if
      RISL was required to supply them to the supplier of goods or service provider as
      per terms of the contract.
   b. When delay has occurred in supply of materials etc. if these were required to be
      supplied to the supplier or service provider by the RISL as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/ schedule, an
amendment to the contract with suitable denial clauses and with or without liquidated
damages, as the case may be, shall be issued. The amendment letter shall mention
that no extra price or additional cost for any reason, what so ever beyond the
contracted cost shall be paid for the delayed supply of goods and service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the
supply of goods and/ or services rendered by the contractor after the expiry of the
stipulated delivery period, if no formal extension in delivery period has been applied
and granted. The competent authority shall have right to cancel the contract with
respect to undelivered goods and/ or service.

vi. If RISL is in need of the good and/ or service rendered after expiry of the stipulated
delivery period, it may accept the services and issue a letter of extension in delivery
period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the delivery and/ or installation/ completion/ commissioning period
   is granted with full liquidated damages, the recovery shall be made on the basis of
   following percentages of value of goods and/ or service which the supplier/ selected bidder
   has failed to supply/ install/ complete : -

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Condition</th>
<th>LD %</th>
</tr>
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<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the prescribed period of delivery,</td>
<td>2.5 %</td>
</tr>
<tr>
<td></td>
<td>successful installation and completion of work</td>
<td></td>
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<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed</td>
<td>5.0 %</td>
</tr>
<tr>
<td></td>
<td>period of delivery, successful installation and completion of work</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the prescribed</td>
<td>7.5 %</td>
</tr>
<tr>
<td></td>
<td>period of delivery, successful installation and completion of work</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of delivery,</td>
<td>10.0 %</td>
</tr>
<tr>
<td></td>
<td>successful installation and completion of work</td>
<td></td>
</tr>
</tbody>
</table>
i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

ii. The maximum amount of liquidated damages shall be 10% of the contract value.

iii. *The percentage refers to the payment due for the associated works/ goods/ service.

**27) Authenticity of Equipment**

a) The selected bidder shall certify (as per Annexure-9) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser’s right to reject the same later, if found deficient in terms of the this clause of the contract.

**28) Patent Indemnity**

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

ii. the sale in any country of the products produced by the Goods.

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

b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

d) The Purchaser shall, at the supplier’s/ selected bidder’s request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29) Limitation of Liability

Except in cases of gross negligence or willful misconduct:

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract,
provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/selected bidder to indemnify the Purchaser with respect to patent infringement.

30) Force Majeure

a) The supplier/selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the RISL, may take the case with the supplier/selected bidder on similar lines.

31) Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following:

i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

ii. the method of shipment or packing;

iii. the place of delivery; and

iv. the related services to be provided by the supplier/selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by
the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s/ selected bidder’s receipt of the Purchaser’s change order.

c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

32) Termination

a) Termination for Default

i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part:
   a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
   b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
   c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
   d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.

iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

c) Termination for Convenience

i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the
extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier’s/ selected bidder’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or

b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

33) Exit Management

a) Preamble

i. The word ‘parties’ include the procuring entity and the selected bidder.

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the department as desired by the procuring entity during the exit management period.
iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.

iv. Upon service of a notice, as mentioned above, the following provisions shall apply:

   a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.

   b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.

   c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handover over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.

   d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.

   c) Cooperation and Provision of Information during the exit management period

   i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.

   ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected
The selected bidder shall permit RISL or its nominated agencies and/or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:

i. Documentation relating to Intellectual Property Rights;

ii. Project related data and confidential information;

iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and

iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).

v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.

ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder’s premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder
i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

a) The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

b) A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

c) Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and

d) If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

e) The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

f) Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.

g) In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

h) During the exit management period, the selected bidder shall use its best efforts to deliver the services.

i) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

j) It would be the responsibility of the selected bidder to support new operator during the transition period.
34) Settlement of Disputes

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

Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.
8. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Project Activity/Scope of Work</th>
<th>Deliverables</th>
<th>Payable Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submission of Survey Report</td>
<td>Final Network Diagram along with all deliverables defined in clause “Survey and Overlay access Network Design”</td>
<td>90% of payable amount after successful UAT</td>
</tr>
<tr>
<td>2.</td>
<td>Completion of end to end OFC laying for each Work order as defined in Chapter 5</td>
<td>a. Installation report, test report and documents as defined under heading ‘Documentation’ for each route b. UAT Report</td>
<td>Half yearly in 10 instalments on the rates quoted against activity after route commissioning+ 0.5% of Capex</td>
</tr>
<tr>
<td>3.</td>
<td>Completion of activity as mentioned under Section Maintenance/Warranty in Chapter 5</td>
<td>Satisfactory performance report signed by RISL/GoR Officer</td>
<td>Please Note: Maintenance cost shall not be less than 3% per year, i.e. the minimum maintenance cost for 5 year shall be at least 15% of capex value. In-case, any bidder quotes less than 3% per year than the cost of capex shall be readjusted towards maintenance.</td>
</tr>
</tbody>
</table>

Please Note: Maintenance cost shall not be less than 3% per year, i.e. the minimum maintenance cost for 5 year shall be at least 15% of capex value. In-case, any bidder quotes less than 3% per year than the cost of capex shall be readjusted towards maintenance.

a) The supplier’s/ selected bidder’s request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

b) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder.

c) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

d) All remittance charges will be borne by the supplier/ selected bidder.

e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

f) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
g) Any penalties/liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

h) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

2) Service Level Standards/ Requirements/ Agreement

a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder/authorised partner, in an efficient manner to the identified users under this procurement.

b) The successful bidder shall provide e-mail id and contact no. where complaints can be lodged.

c) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Measurement Parameter</th>
<th>Service Level</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Time taken for resolving issue and restore back to original condition</td>
<td>Within 12 hours of lodging the complaint</td>
<td>No penalty</td>
</tr>
<tr>
<td>2.</td>
<td>Time taken for resolving issue and restore back to original condition</td>
<td>After 12 hours of lodging the complaint</td>
<td>Rs. 500 per 12 hours or part thereof, per disconnected office/Site</td>
</tr>
</tbody>
</table>

- The total Penalty shall not exceed the total Maintenance charges payable for the route.

3) Change Requests/ Management

a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.

b) RISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -

- Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
✓ The method of deployment, shipping or packing.
✓ Schedule for Installation Acceptance.
✓ The place of delivery and/or the services to be provided by the bidder.

c) The change request/ management procedure will follow the following steps:

✓ Identification and documentation of the need for the change - The information related to
  initiator, initiation date and details of change required and priority of the change will be
documented by RISL.
✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the
  estimated effort, changed schedule, cost and the items impacted will be analysed and
documented by the bidder.
✓ Approval or disapproval of the change request – RISL will approve or disapprove the
  change requested including the additional payments for software development, quoted
  man-month rate shall be used for cost estimation, efforts of all technical resources-
  project manager, analyst, software developer, testing engineer, database architecture
  etc shall be taken into account for total man-month estimation to carry out the s/w
  development resulting from the change request. For all technical resources irrespective
  of their experience and specialisation, the quoted man-month rate shall be used.
  Efforts of support staff shall not be taken into consideration for this purpose.
✓ Implementation of the change – The change will be implemented in accordance to the
  agreed cost, effort, and schedule by the selected bidder.
✓ Verification of the change - The change will be verified by RISL on implementation of
  the change request.

d) All changes outside the scope of supplies agreed to herein which may have likely financial
implications in terms of the overall cost/time of the project shall be undertaken by SI only
after securing the express consent of RISL. In the event that the consent of RISL is not
received then the change will not be carried out.

e) While approving any change request, if required, RISL may ask the bidder to deploy the
required resources on-site.

f) If any such change outside the scope of supplies agreed to herein causes an increase or
decrease in cost of, or the time required for, firm’s performance of any provisions under the
Agreement, equitable adjustments shall be made in the Agreement Price or Delivery
Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm
for adjustment under this must be asserted within 30 (thirty) days from the date of SI
receiving the RISL change order which shall not be unreasonably withheld or delayed.
## ANNEXURE-1: BILL OF MATERIAL (BoM)

<table>
<thead>
<tr>
<th>Item No./S. No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>MAF required (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Single Mode 12-Core OFC Cable (Armoured) including jointing closures</td>
<td>50</td>
<td>K.m.</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>Single Mode 24-Core OFC Cable (Armoured) including jointing closures</td>
<td>75</td>
<td>K.m.</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>Single Mode 48-Core OFC Cable (Armoured) including jointing closures</td>
<td>100</td>
<td>K.m.</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>Single Mode 96-Core OFC Cable (Armoured) including jointing closures</td>
<td>75</td>
<td>K.m.</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>Single Mode 12 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (12F) Frame including installation and Termination of Fibres.</td>
<td>150</td>
<td>Nos.</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>Single Mode 24 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (24F) Frame including installation and Termination of Fibres.</td>
<td>300</td>
<td>Nos.</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>Single Mode 48 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (48F) Frame including installation and Termination of Fibres.</td>
<td>300</td>
<td>Nos.</td>
<td>Yes</td>
</tr>
<tr>
<td>8.</td>
<td>1 Gbps Dual Fibre Multimedia converter with power adapter</td>
<td>300</td>
<td>Nos</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>100 Mbps Dual Fibre Multimedia converter with power adapter</td>
<td>100</td>
<td>Nos</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td>1 Meter LC – LC Multi Mode OFC Patch Cord</td>
<td>30000</td>
<td>Nos.</td>
<td>Yes</td>
</tr>
<tr>
<td>11.</td>
<td>10 Meter LC-SC duplex single mode patch cord</td>
<td>5000</td>
<td>Nos.</td>
<td>Yes</td>
</tr>
<tr>
<td>12.</td>
<td>20 Meter LC-SC duplex single mode patch cord</td>
<td>3000</td>
<td>Nos.</td>
<td>Yes</td>
</tr>
<tr>
<td>13.</td>
<td>Fibre Pigtails Single Mode</td>
<td>40000</td>
<td>Nos.</td>
<td>Yes</td>
</tr>
<tr>
<td>14.</td>
<td>Route Indicator</td>
<td>500</td>
<td>Nos.</td>
<td>No</td>
</tr>
<tr>
<td>15.</td>
<td>CAT6 Patch Cords Factory Crimped- 2Mtrs</td>
<td>500</td>
<td>Nos.</td>
<td>Yes</td>
</tr>
<tr>
<td>16.</td>
<td>HDPE Duct including accessories like end caps, Rubber bushes, Sockets/Couplers etc.</td>
<td>300</td>
<td>K.m.</td>
<td>Yes</td>
</tr>
<tr>
<td>17.</td>
<td>Supply/Erection of Jointing Chambers</td>
<td>200</td>
<td>Nos.</td>
<td>No</td>
</tr>
<tr>
<td>18.</td>
<td>DWC Pipe</td>
<td>30</td>
<td>K.m.</td>
<td>Yes</td>
</tr>
<tr>
<td>19.</td>
<td>PVC Pipe</td>
<td>10</td>
<td>K.m.</td>
<td>No</td>
</tr>
<tr>
<td>20.</td>
<td>GI Pipe</td>
<td>5</td>
<td>K.m.</td>
<td>No</td>
</tr>
</tbody>
</table>

**Note:**

1. Above quantity are indicative and payment shall be made as per actuals.
ANNEXURE-2: TECHNICAL SPECIFICATIONS

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

Item no. 1: Single Mode 12-Core OFC Cable (Armoured) including jointing closures

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. The TEC GR is applicable for OFC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item no. 2: Single Mode 24-Core OFC Cable (Armoured) including jointing closures

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. The TEC GR is applicable for OFC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item no. 3: Single Mode 48-Core OFC Cable (Armoured) including jointing closures

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. The TEC GR is applicable for OFC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item no. 4: Single Mode 96-Core OFC Cable (Armoured) including jointing closures

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. The TEC GR is applicable for OFC

Item no. 5: Single Mode 12 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (12F) Frame including installation and Termination of Fibres.

<table>
<thead>
<tr>
<th>Make &amp; Model Offered:</th>
<th>Description</th>
<th>Compliance (Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>12 duplex port Fibre management rackmount enclosures loaded with SC/LC/ST MM/SM Adapters Plates, pigtails, splice trays &amp; labels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Height: 1 U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Drawer/Sliding Style: The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item no. 6: Single Mode 24 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (24F) Frame including installation and Termination of Fibres

<table>
<thead>
<tr>
<th>Make &amp; Model Offered:</th>
<th>Description</th>
<th>Compliance (Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>24 duplex Port Fibre management rackmount enclosures loaded with SC/LC/ST MM/SM Adapters Plates, pigtails, splice trays &amp; labels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Height: 2U/1U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Drawer/Sliding Style: The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item no. 7: Single Mode 48 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (48F) Frame including installation and Termination of Fibres

<table>
<thead>
<tr>
<th>Make &amp; Model Offered:</th>
<th>Description</th>
<th>Compliance (Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>48 duplex port Fibre management rackmount enclosures loaded with SC/LC/ST MM/SM Adapters Plates, pigtails, splice trays &amp; labels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Height: 3U/2U/1U</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. **Drawer/Sliding Style:** The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting.

---

**Item no. 8: 1 Gbps Dual Fibre Multimedia converter with power adapter**

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiber Connector</td>
<td>SC type</td>
<td></td>
</tr>
<tr>
<td>Fiber Mode</td>
<td>Single Mode</td>
<td></td>
</tr>
<tr>
<td>Copper UTP Port</td>
<td>RJ-45</td>
<td></td>
</tr>
<tr>
<td>Support Distance</td>
<td>20Kms</td>
<td></td>
</tr>
<tr>
<td>Wavelength</td>
<td>1310nm</td>
<td></td>
</tr>
<tr>
<td>Fiber Cable</td>
<td>9/125Micron</td>
<td></td>
</tr>
<tr>
<td>Operating Temperature</td>
<td>0°C to +60°C</td>
<td></td>
</tr>
<tr>
<td>Humidity</td>
<td>5%~90% Non-condensing</td>
<td></td>
</tr>
<tr>
<td>Certifications</td>
<td>CE , FCC</td>
<td></td>
</tr>
</tbody>
</table>

---

**Item no. 9: 100 Mbps Dual Fibre Multimedia converter with power adapter**

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiber Connector</td>
<td>SC type</td>
<td></td>
</tr>
<tr>
<td>Fiber Mode</td>
<td>Single Mode</td>
<td></td>
</tr>
<tr>
<td>Copper UTP Port</td>
<td>RJ-45</td>
<td></td>
</tr>
<tr>
<td>Support Distance</td>
<td>20Kms</td>
<td></td>
</tr>
<tr>
<td>Wavelength</td>
<td>1310nm</td>
<td></td>
</tr>
<tr>
<td>Fiber Cable</td>
<td>9/125Micron</td>
<td></td>
</tr>
<tr>
<td>Operating Temperature</td>
<td>0°C to +60°C</td>
<td></td>
</tr>
<tr>
<td>Humidity</td>
<td>5%~90% Non-condensing</td>
<td></td>
</tr>
<tr>
<td>Certifications</td>
<td>CE , FCC</td>
<td></td>
</tr>
</tbody>
</table>

---

**Item no. 10: 1 Meter LC – LC Multi Mode OFC Patch Cord**

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
</table>
### Make & Model Offered:

1. All optical fiber patch leads shall comprise of multi-mode 50/125µm fiber OM2
2. Jacket should be LSZH
3. Connector: Zirconia ceramic ferrule
4. Cable: 50/125, MM Strength member: Aramid Yarn

### Item no. 11: 10 Meter LC-SC duplex single mode patch cord

<table>
<thead>
<tr>
<th>Make &amp; Model Offered:</th>
<th>Description</th>
<th>Compliance (Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td>All optical fiber patch leads shall comprise of Single-mode 9/125µm fiber OS2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Jacket should be LSZH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Connector: Zirconia ceramic ferrule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Cable: 9/125, OS2 Strength member: Aramid Yarn</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Item no. 12: 20 Meter LC-SC duplex single mode patch cord

<table>
<thead>
<tr>
<th>Make &amp; Model Offered:</th>
<th>Description</th>
<th>Compliance (Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td>All optical fiber patch leads shall comprise of Single-mode 9/125µm fiber OS2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Jacket should be LSZH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Connector: Zirconia ceramic ferrule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Cable: 9/125, OS2 Strength member: Aramid Yarn</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Item no. 13: Fibre Pigtailes Single Mode

<table>
<thead>
<tr>
<th>Make &amp; Model Offered:</th>
<th>Description</th>
<th>Compliance (Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Precision ferrule end face geometry SC Type SM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Factory polished, tested and serialized.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Buffer Diameter: 900um tight buffer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Minimum bend radius: install: 30 mm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Retention Strength: 100N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Cable: 900um Buffered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make &amp; Model Offered:</td>
<td>Sheath: LSZH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Item no. 14: Route Indicator**

i. RCC/Pre cast Route Indicators
   a. The route/joint indicator made of pre-cast RCC should have the following dimensions:
      - Base - 250 mm x 150 mm
      - Top - 200 mm x 75 mm
      - Height - 1250 mm
   b. The word ‘RajNet OFC’ should be engraved on the Route/Joint indicators.

ii. Stone based Route Indicators
   a. The route /joint indicators made of Stone should have the following dimensions:
      - Base - 100 mm x 150 mm
      - Top - 100 mm x 100 mm tapered and rounded
      - Height - 1000 mm
   b. The word ‘RajNet OFC’ should be engraved on the Route/Joint indicators.
   c. The Indicator Top surface is to be rounded and shall have a minimum thickness of four inches.
   d. The Route indicators shall painted brown and placed away from the centre of the trench towards non-road side.
   e. The route and joint indicator shall be painted with primer before painting with oil paint. The size of each written letter should be at least 3.5 cms.

**Item no. 15: CAT6 Patch Cords Factory Crimped- 2Mtrs (ETL Verified)**

<table>
<thead>
<tr>
<th>Make &amp; Model Offered:</th>
<th>Compliance (Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 4 pair 24 AWG stranded copper wire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Should be Slim clear anti-snag slip on boots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Suitable for EIA 568A or 568B wiring</td>
<td></td>
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<tr>
<td>4. Jacket should be LSZH</td>
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</tr>
</tbody>
</table>

**Item no. 16: HDPE Duct of 40mm/33 mm size including accessories like end caps, Rubber bushes, Sockets/Couplers etc.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance (Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Compliance to TEC GR Specification-TEC/GR/TX/CDS-008/03/MAR-11 with latest amendments; Size HDPE Duct of 40mm/33 mm or 32/26 mm size</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Valid TEC GR certificate</td>
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</tbody>
</table>
The Ducts shall be blue in colour and have the identification markings wherein “Rajnet” shall be marked as purchaser’s name.
### Item no. 17: Supply/Erection of Jointing Chambers

<table>
<thead>
<tr>
<th>Make &amp; Model Offered:</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance to TEC GR Specification-TEC/GR/TX/CDS-008/03/MAR-11 with latest amendments</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Valid TEC GR certificate</td>
<td></td>
</tr>
</tbody>
</table>

i. **Pre cast RCC chamber**
   a. For fixing pre cast RCC chamber, first a pit of size 2 m x 2 m x 1.8 m depth shall be required to be dug.
   b. Pre cast RCC chamber shall consist of three parts (i) base plate of 5 cm thickness in max two halves (ii) RCC joint chamber with height of 100 cm and thickness of 5 cm (iii) top cover will be in max for parts with thickness of 5 cm having one handle for each half in centre and word 'GoR OFC' engraved on it.
   c. After, fixing the pre-cast RCC joint chamber, the joint chamber is filled with clean sand before closing. Back filling of joint chamber pit with excavated soil shall be carried out in the end.
   d. The extra sand/soil should be properly disposed off.
   e. A suitable locking facility of chamber to be provided.

ii. **Brick Chamber**
   a. For constructing brick chamber, first a pit of size 2m x2 mx1.8 m depth is shall be required to be dug. Then, base of the chamber shall be made using concrete mix of cement, coarse sand and stone concrete.
   b. Wall of brick chamber should be constructed on this base having wall thickness of 9” using proper cement mortar mix. The chamber should have internal dimensions of 1.2 m x 1.2 m and 1 m height.
   c. The joint chamber should be plastered on all internal surfaces and top edges with cement mortar mix. Pre-cast RCC slab with two handles to facilitate easy lifting, of thickness of 5 cm, having one handle for each half in centre and word "Rajnet OFC' engraved on it are to be used to cover the joint chamber.
   d. The joint chamber is filled with clean sand before closing. Back filling of joint chamber pit with excavated soil shall be carried out in the end.
   e. The extra sand/soil should be properly disposed off.
   f. A suitable locking facility of chamber to be provided.
### Item no. 18: DWC Pipes

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
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</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
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<tr>
<td>2. Valid TEC GR certificate</td>
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</tbody>
</table>

Please Note:-No payment shall be made for DWC pipe or RCC pipes including Cementing, as these are to be used for Protection at lesser depth.

### Item No. 19: PVC Pipe should be ISI approved

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
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</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
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<td></td>
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<tr>
<td>1. Compliance to ISI registration</td>
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</table>

### Item No. 20: GI Pipe should be ISI approved

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<tr>
<th>Description</th>
<th>Compliance(Yes/No)</th>
<th>Cross Reference with Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model Offered:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Compliance to ISI registration</td>
<td></td>
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</tbody>
</table>
ANNEXURE-3: PRE-BID QUERIES FORMAT (to be filled by the bidder)

Name of the Company/Firm: __________________________________________________________

Bidding Document Fee Receipt No. __________ Dated__________ for Rs. __________-/-

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

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Company/Firm Contacts:

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address Correspondence for</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
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</table>

Query / Clarification Sought:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP Page No.</th>
<th>RFP Rule No.</th>
<th>Rule Details</th>
<th>Query/ Clarification</th>
<th>Suggestion/</th>
</tr>
</thead>
<tbody>
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</table>

**Note:** Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.
ANNEXURE-4: BIDDER’S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____________________________ dated ___________. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature: 
Authorised Signatory: -
Seal of the Organization: -
Date: ____________
Place: __________________

ANNEXURE-5: SELF-DECLARATION {to be filled by the bidder}

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

In response to the NIB Ref. No. _____________________________ dated ___________ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of _____________________________, I/ We hereby declare that presently our Company/ firm _____________________________, at the time of bidding.: -

a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
d) does not have any previous transgressions with any entity in India or any other country during the last three years

e) does not have any debarment by any other procuring entity

f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g) does not have, and our 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;

h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________
ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

CERTIFICATE
This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _______________
Place: _______________
ANNEXURE-7: DECLARATION BY BIDDER (to signed by selected bidder)

I/ We declare that I am/we are bonafide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/ dealers/ sole selling/ Marketing agent in the goods/ stores/ equipment for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ____________
Place: ______________
ANNEXURE-8: MANUFACTURER’S AUTHORIZATION FORM (MAF) (to be filled by the OEMs)  

(Indicative Format)

To,
The Managing Director,  
RajCOMP Info Services Limited (RISL),  
First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Subject: Issue of the Manufacturer’s Authorisation Form (MAF)  
Reference: NIB/ RFP Ref. No. _____________________ dated __________

Sir,  
We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s __________________________} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Product/ Hardware/ Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/ model.}

Yours faithfully,  
For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)  
Name, Designation & Contact No.:  
Address: ___________________________________  
Seal: 
ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS
{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Reference: NIB No. :___________________________________ Dated: __________

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

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

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

Authorized Signatory
Name: ______________________
Designation: ______________________

ANNEXURE-10: COMPONENTS OFFERED–BOM
{To be filled by the bidder submitted only on Letter Head duly signed by Auth. Sign.}

Please fill the following table for all components as mentioned in the Bill of Material and as quoted/ proposed by the bidder as a part of the overall solution. Also, please include the Compliance/ Deviation Sheet as per the details mentioned in the Chapter - Technical Specifications for all the components and for any other Item offered/ included as a part of the solution.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Product Details (Only one make and model)</th>
<th>Detailed Technical Specification Reference** with page No. in the Brochure</th>
<th>OEM Details (Name, Address, E-Mail, Mobile Nos.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>{Item No. xx}</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>{Item No. xx}</td>
<td></td>
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<tr>
<td>N.</td>
<td>{Item No. xx}</td>
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</tbody>
</table>

**Note:**

1. The tenderer must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs and supported by technical brochures/datasheets. Bidder must also mention the reference brochure/datasheet page no. on the compliance document for every line item to be supplied for the offered products. The Model and Make of the offered product should be clearly specified. Compliance not submitted with reference page nos. may not be considered by the procuring entity.

2. Please attach Technical specifications BoQ sheet (on OEM letter head only) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided in the annexure-2 technical specifications.)
### ANNEXURE-11: FINANCIAL BID FORMAT

(To be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Qty</th>
<th>Units</th>
<th>Unit Price (In INR) (Inclusive of all govt. taxes and other levies except CST &amp; RVAT)</th>
<th>Applicable Service Tax Amount (If any) (In INR)</th>
<th>Applicable CST (In %)</th>
<th>Applicable RVAT (In %)</th>
<th>VAT Amount (In Rs.)</th>
<th>Total Unit Price (In INR) (Inclusive of all govt. taxes, other levies, CST and Service Tax except RVAT)</th>
<th>Total Amount In INR (Inclusive of all govt. taxes, other levies, CST, Service Tax except RVAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single Mode 12-Core OFC Cable (Armoured) including jointing closures.</td>
<td>50</td>
<td>K.m.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11=(5+6+8)</td>
<td>12=(11 x 3)</td>
</tr>
<tr>
<td>2</td>
<td>Single Mode 24-Core OFC Cable (Armoured) including jointing closures.</td>
<td>75</td>
<td>K.m.</td>
<td></td>
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<tr>
<td>3</td>
<td>Single Mode 48-Core OFC Cable (Armoured) including jointing closures.</td>
<td>100</td>
<td>K.m.</td>
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<tr>
<td>4</td>
<td>Single Mode 96-Core OFC Cable (Armoured) including jointing closures.</td>
<td>75</td>
<td>K.m.</td>
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<tr>
<td>5</td>
<td>Single Mode 12 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (12F) Frame including installation and Termination of Fibres.</td>
<td>150</td>
<td>Nos.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>12.5</td>
<td>375</td>
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<tr>
<td>6</td>
<td>Single Mode 24 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (24F) Frame including installation and Termination of Fibres.</td>
<td>300</td>
<td>Nos.</td>
<td></td>
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</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Quantity</td>
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<tr>
<td>7.</td>
<td>Single Mode 48 Port (Duplex) LIU/Fibre Patch Panel/Fibre Distribution (48F) Frame including installation and Termination of Fibres.</td>
<td>300 Nos.</td>
<td></td>
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<tr>
<td>8.</td>
<td>1Gbps Dual Fibre Multimedia converter with power adapter</td>
<td>300 Nos.</td>
<td></td>
<td></td>
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<tr>
<td>9.</td>
<td>100 Mbps Dual Fibre Multimedia converter with power adapter</td>
<td>100 Nos.</td>
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<tr>
<td>10.</td>
<td>1 Meter LC – LC Multi Mode OFC Patch Cord</td>
<td>30000 Nos.</td>
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<td></td>
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<tr>
<td>11.</td>
<td>10 Meter LC-SC duplex single mode patch cord</td>
<td>5000 Nos.</td>
<td></td>
<td></td>
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<tr>
<td>12.</td>
<td>20 Meter LC-SC duplex single mode patch cord</td>
<td>3000 Nos.</td>
<td></td>
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<tr>
<td>14.</td>
<td>Route Indicator</td>
<td>500 Nos.</td>
<td></td>
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<tr>
<td>15.</td>
<td>CAT6 Patch Cords Factory Crimped- 2Mtrs</td>
<td>500 Nos.</td>
<td></td>
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<tr>
<td>16.</td>
<td>HDPE Duct including accessories like end caps, Rubber bushes, Sockets/Couplers etc.</td>
<td>300 K.m.</td>
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<tr>
<td>18.</td>
<td>PVC Pipe</td>
<td>10 K.m.</td>
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<tr>
<td>19.</td>
<td>GI Pipe</td>
<td>5 K.m.</td>
<td></td>
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<tr>
<td>20.</td>
<td>Rate per meter for Excavating Trenches, Moling to a depth of 165 cm including laying of HDPE pipe, Back filling with or without protection.</td>
<td>50000 Meter</td>
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<tr>
<td></td>
<td>Description</td>
<td>Rate</td>
<td>Unit</td>
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</tr>
<tr>
<td>22</td>
<td>Rate per meter for HDD to a depth of 165 cm including laying of HDPE pipe, Back filling with or without protection, Ramming etc. as per RFP Scope.</td>
<td>200000</td>
<td>Meter</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>23</td>
<td>Rate per meter of Per Pipe cost for Laying of additional HDPE pipe in the same Trench/HDD Drill.</td>
<td>40000</td>
<td>Meter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>24</td>
<td>Rate per meter for pulling of OFC cable through HDPE pipe, Sealing of HDPE pipes by Rubber bushes.</td>
<td>300000</td>
<td>Meter</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>25</td>
<td>Rate per meter for in building laying of OFC through hammering/chiselling/clamping/conduit (including works, Fitting of HDPE/conduit pipe, cable pulling etc.) as per the scope defined in the RFP.</td>
<td>50000</td>
<td>Meter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>26</td>
<td>Rate Per Fiber per splice, for Splicing of OFC cable laid and making termination at ends.</td>
<td>30000</td>
<td>Nos</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Per route k.m. of OFC Maintenance charges for 5 years as defined in the RFP Scope.</td>
<td>300</td>
<td>K.M.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
28. **Total in Figures**

29. **Total in Words**

**NOTE:**

- The prices offered by the bidder for various items will be evaluated on composite basis i.e., price of all offered items shall be added together and the bidders shall be designated as L-1, L-2, L-3 etc.
- RVAT & Service Tax shall be payable as per the prevailing rates.
- **Maintenance cost shall not be less than 3% per year, i.e. the minimum maintenance cost for 5 year shall be at least 15% of capex value. In-case, any bidder quotes less than 3% per year than the cost of capex shall be readjusted towards maintenance.**
ANNEXURE-12: BANK GUARANTEE FORMAT  (to be submitted by the bidder’s bank)

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

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. …………………………….. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

   It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. ______________ (Rupees <in words>)> in respect to the NIB Ref. No. ________________ dated ______________ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “RISL”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

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

2. Now, therefore, we the ……………………………….…… (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at…………………... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.

   We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.

3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time
when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the RISL to recover the said amount of <Rs. ______________ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ……………………..(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. ______________ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ………………… (Signature) ………………………………………
Place ………………… (Printed Name) …………………………………
(Designation) …………………………………………………
(Bank’s common seal) ………………………

In presence of:
WTNESS (with full name, designation, address & official seal, if any)
(1) ………………………………………
……………………………………
(2) ………………………………………
……………………………………
Bank Details
Name & address of Bank:
Name of contact person of Bank:
Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE
The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid:
1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non-Judicial stamp paper shall be used within 6 months from the date of purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:
BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)
(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called “RISL”) having agreed to exempt M/s ..........................(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No............................ dated .....................made between the RISL through .....................and .......................(Contractor) for the work ..........(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.................(rupees ..........................only), we ...................(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of ..............Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.................(Rupees..........................only) on demand.

2. We...................(Indicate the name of Bank), do hereby undertake to pay Rs................. (Rupees..........................only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We.......................(Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.................(Rupees..........................only).

3. We.......................(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....................(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We .........................(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on
the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ............................. (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We ............................... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs............................. (Rupees.............................only).

9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.

10. We ............................... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL

For and on behalf of the RISL

Signature

(Name & Designation)
ANNEXURE-13: DRAFT AGREEMENT FORMAT (to be mutually signed by selected bidder and procuring entity)

This Contract is made and entered into on this ______ day of ________, 2013 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s__________________, a company registered under the Indian Companies Act, 1956 with its registered office at _____________________ (herein after referred as the “Successful Bidder/Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _________ of <NIB No ________________>. 

And whereas

M/s________________ represent that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. __________________________ dated __________, on which supplier has given their acceptance vide their Letter No.______________________ dated ____________.

And whereas

The supplier has deposited a sum of Rs. ________________/-(Rupees ____________________) in the form of ___________________ ref no. __________________________ dated ___________ of ___________ Bank and valid up to ____________ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. ____________________________ dated __________ and RFP document dated __________ issued by RISL along with its enclosures/annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. ___________________ dated __________ will duly supply the said articles set forth in “Annexure-I: Bill of Material” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____________ and completed by supplier within the period as specified in the RFP document.

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

<table>
<thead>
<tr>
<th>Delay Duration</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Delay up to one fourth period of the prescribed delivery period, successful installation &amp; completion of work</td>
<td>2.5%</td>
</tr>
<tr>
<td>b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation &amp; completion of work.</td>
<td>5.0%</td>
</tr>
<tr>
<td>c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation &amp; completion of work.</td>
<td>7.5%</td>
</tr>
<tr>
<td>d) Delay exceeding three fourth of the prescribed delivery period, successful installation &amp; completion of work.</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

Note:

i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.

ii. The maximum amount of agreed liquidated damages shall be 10%.

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

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

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of ______________, 2013.

Signed By: ____________________
Signed By: ____________________
<table>
<thead>
<tr>
<th>()</th>
<th>(Akhil Arora)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation:</td>
<td>Managing Director, RISL</td>
</tr>
<tr>
<td>Company:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In the presence of:</th>
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<th>()</th>
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</thead>
<tbody>
<tr>
<td>Designation:</td>
</tr>
<tr>
<td>Department of IT&amp;C, Govt. of Rajasthan</td>
</tr>
<tr>
<td>Company:</td>
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</tbody>
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<tr>
<th>In the presence of:</th>
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<tbody>
<tr>
<td>Designation:</td>
</tr>
<tr>
<td>Department of IT&amp;C, Govt. of Rajasthan</td>
</tr>
<tr>
<td>Company:</td>
</tr>
</tbody>
</table>
ANNEXURE-14: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ……..of ……………
Before the ………………………… (First/ Second Appellate Authority)

1. Particulars of appellant:
   a. Name of the appellant: <please specify>
   b. Official address, if any: <please specify>
   c. Residential address: <please specify>

2. Name and address of the respondent(s):
   a. <please specify>
   b. <please specify>
   c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place …………………………………
Date …………………………………

Appellant’s Signature