

2023

RajCOMP Info Services Limited (RISL)

Draft RFP for Providing, Testing, Commissioning and Maintenance of connectivity to Government offices under RajNET across Rajasthan on RRC basis (eProcurement).

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Draft RFP for Providing, Testing, Commissioning and Maintenance of connectivity to Government offices under RajNET across Rajasthan on RRC basis

Draft RFP for Providing, Testing, Commissioning and Maintenance of connectivity to Government offices under RajNET across Rajasthan on RRC basis

Ref. No.:F3.3(450)/RISL/Pur/2023/49

Dated:05-04-2023

Unique Bid No: RIS2324SLOB00004

Mode of Bid Submission	Online through eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid Queries	<ul style="list-style-type: none">• Date/Time: 10.04.2023 at 03:30 p.m.• Place: Board Room, 1st Floor, RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur - 302005 (Rajasthan)• Last date of submitting clarifications request by the bidder: 10.04.2023
Last Date & Time of Submission of Bid	12.05.2023 at 03:00 p.m.
Date & Time of Opening of Technical Bid	12.05.2023 at 04:00 p.m.

Cost of Tender Document: Rs. 5000/- Only (Rupees Five Thousand Only)

RISL Processing fee: Rs. 2500 /- Only (Rupees One Thousand Only)

Name of the Bidding Company/ Firm:	
Contact Person (Authorised Bid Signatory):	
Correspondence Address:	
Mobile No.	Telephone & Fax Nos.:
Website & E-Mail:	

RajCOMP Info Services Limited (RISL)

1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Phone: 91 (141) 4031900 Fax: 91 (141) 2228701
Website: <http://risl.rajasthan.gov.in>



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DRAFT RFP



Abbreviations & Definitions

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorized Signatory	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.
BG	Bank Guarantee
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	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
BoD	Board of Directors
BoM	Bill of Material
BoQ	Bill of Quantity is an XLS format of financial bid to be uploaded on e-procurement portal.
CMC	Contract Monitoring Committee
Competent Authority	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.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/project period shall be three years from the date of placing First PO/WO. However, rates quoted by the Bidder/SP for this project shall remain valid for a period of two Years from the date of placing first POWO.
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ Gol.
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). eGRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
ETDC	Electronic Testing & Development Center



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EMD	Earnest Money Deposit
Endpoint	A device (along with hardware and software) capable of connecting to VC in a point-to-point or multiparty video conference.
FOR/ FOB	Fright on Road or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	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
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	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)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
Lol	Letter of Intent
MCU	A device (along with hardware and software) capable of interconnecting VC users in a point-to-point or multiparty video conference.
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
NBSP	Network Bandwidth Service Provider
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement



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	process, as the case may be
Procurement/ Public Procurement	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.
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	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.
LOI	Letter of Intent
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
Services	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
SLA	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.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
SP/SI	The bidder supplying necessary hardware, software and services etc.
STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VC	Point-to-point or multiparty video conference
VC Endpoint (Room-based)	The room-based VC end-point means a system having one CODEC, One PTZ Camera and One Mic.
WO/ PO	Work Order/ Purchase Order



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1. INVITATION FOR BIDS (IFB) & NOTICE INVITING BID (NIB)



RFP for Providing, Testing, Commissioning and Maintenance of connectivity to Government offices under RajNET across Rajasthan on RRC basis

1. INVITATION FOR BIDS (IFB) & NOTICE INVITING BID (NIB)

Ref. No.: F3.3(450)/RISL/Pur/2023/49

Dated: 05-04-2023

Unique Bid No: **RIS2324SLO800004**

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Managing Director, RISL Address: RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Chhatrapal Singh Designation: GM(Tech), RISL Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: chhatrapal.risl@rajasthan.gov.in naveenkumar.doit@rajasthan.gov.in devendrakumar.doit@rajasthan.gov.in
Subject Matter of Procurement	RFP for Providing, Testing, Commissioning and Maintenance of connectivity to Government offices under RajNET across Rajasthan on RRC basis
Bid Procedure	Single-stage: two part [envelop] open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Technically responsive bidder shall be selected on LCBS (L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doitc.rajasthan.gov.in Bidding document fee: Rs. 5000 (Rupees Five Thousand Only) in Cash/ Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: Rs. 2500 (Rupees One Thousand Only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	<ul style="list-style-type: none"> Rs. 135.00 Crore/- (Rs One hundred and thirty five Crore only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> 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 OR as per government Prevailing rules and regulations. Mode of Payment: Demand Draft, FDR, NSC or Bank Guarantee of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	From 05.04.2023 to 12.05.2023 (up to 03:00 pm)
Details of Pre-Bid Meeting	<ul style="list-style-type: none"> 10.04.2023 (03:30 pm) Place: RISL, Committee Room, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Last date of submitting clarification request by the bidder 10.04.2023
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) Start Date : 21.04.2023 (06:00 pm) End Date : 12.05.2023 (up to 3:00 pm)
Submission of Banker's Cheque/ Demand Draft for	Upto 03:00 PM on 12.05.2023



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Tender Fee, Bid Security, and Processing Fee*	
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • 12.05.2023 (4:00 pm) • Place: RISL, Committee Room, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 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 RTPP 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 RTPP Act 2012 and Rules thereto, the later shall prevail. 	


Chhatrapal Singh
(GM-Technical)



2. About RISL

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan.

RISL is designated State Designated Agency (SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC/eMitra), State Service Delivery and other State's Mission Mode Projects (MMPs) and Facilitate State Government for implementing e-Procurement Project.

RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

3. Project Profile:

The RajSWAN segment of RajNET connects all the buildings within the Secretariat premises to the SDC at Yojana Bhawan, over a high-speed gigabit Ethernet backbone and also connects important Government buildings outside the Secretariat, and over all Rajasthan up to the Block level HO offices through a mix of fiber optic / wireless / leased links, thereby providing 24x7 Internet and Intranet facility. Internet is provided through Internet leased line of 10 GBPS NKN.

The objective of both the Networks is to provide basic ITC & Networking infra for all e-governance applications/project of GoR. It provides data, IP-voice, video conferencing, Wi-Fi and Internet services to its users. It is required to ensure that both the Network RajSWAN should be functional on 24 x 7 basis. Various Networking & ITC equipment are installed in RajSWAN to provide 24 x 7 basis connectivity. These equipment are of utmost importance as these are being used to access various central applications hosted at State data center and other Networks.

The connectivity (MPLS/P2P/ILL) shall be provided to Government offices and shall be integrated with RajSWAN/SecLAN/RSDC network. Also the active and passive component of networking shall be deployed in Government premises.



4. PRE-QUALIFICATION / ELIGIBILITY CRITERIA

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

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>Note: Consortium of firms is not allowed.</p>	Copy of Certificate of Incorporation and Company Registration Certificate, as applicable.
2	Financial: Turnover	Annual Average Turnover of the bidder from IT/ITeS/Telecom during the last three financial years, i.e., 2019-2020 to 2021-22 (as per the last published audited balance sheets), should be at least Rs. 250 crores	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal
3	Technical Capability	<p>The bidder should have:</p> <p>a) A valid UL-Internet Service-Category-A and NLD Licenses for Rajasthan Telecom Circle duly issued by DoT.</p> <p>b) Network management center with DR facility, at different locations in India.</p> <p>c) NBSP must have successfully completed Projects of providing network bandwidth services with minimum 1500 links successfully delivered with completion certificate, in Maximum 2 projects during the period of 01/04/2017 to 31/03/2023.</p>	Licenses issued by DOT, GoI And Work Order + Work For Completion Certificates from the client for compliance of point c
4	Tax registration	<p>The bidder should have a registered number of</p> <p>i. GST Registration</p> <p>ii. Income Tax / PAN Number</p>	Copies of relevant certificates of registration
5	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its</p>	A Self Certified letter on bidder's letter head duly signed by



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Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		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; b) 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; c) Not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	Auth. Signatory as per Annexure 10: Self-Declaration
6	Local support in Jaipur	The bidder should have local support office in Jaipur OR Bidder shall submit an undertaking to establish local support office in Jaipur within one month of issue of work order.	A self-declaration (on Bidder's Letterhead) as given in Annexure-8

In addition to the provisions regarding the qualifications of the bidders as set out in (3.1) above:

-

- a. The procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in Chapter-5: 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 AND TIMELINES

5.1. Details of Scope of Work (SoW)

The successful commissioning of the project requires the bidder to provide quality & timely services. The bidders are strongly advised to carefully read the Scope of Work, understand the RajSWAN/RajNET/SecLAN/NIC networks. The detailed scope of work for the bidder during the period of contract/ engagement would include the following: -

A. Rate Contract of MPLS, P2P and Internet Lease Line connectivity.

The successful establishment of network connectivity requires the Bidder/Service Provider (SP) to provide quality & timely services with speed and certainty to DoIT&C/RISL, GoR. All the activities performed by the BIDDER/SP during different phases of the project shall be closely monitored by DoIT&C/RISL designated authority. The bidders are strongly advised to carefully read the Scope of Work below and quote accordingly.

The broad scope of work for the BIDDER/SP during the period of contract/ engagement includes commissioning & maintenance of connectivity (MPLS, P2P and Internet Lease Line) provided at various government premises located anywhere in the State of Rajasthan. The bidder has to provide MPLS connectivity from Government premise to RSDC, Jaipur. The MPLS topology will be HUB and SPOKE where HUB is RSDC Jaipur and SPOKE locations are various Government offices across the state.

Connectivity termination at end-office and SHQ should be on Ethernet only. It can be FastEthernet or GigEthernet depending on Bandwidth. Any requirement of converter shall be provided by bidder only, without any cost to purchaser. Electrical Ethernet port shall be provided by RISL. The cost of earthing for equipment/RF Pole/mast/UBR/POE etc, if any, shall be included in the Bandwidth charges by the Bidder/SP. The last mile connectivity can be extended by the Bidder/SP on radio/OFC, however, required throughput should be ensured by the SP. Network Rack, Router/switch, Rack and UPS shall be provided by RISL at CPE end. The bidder shall be required to extend FE connectivity to RISL router using LAN cable.

For successful implementation of the project, the Bidder/SP, shall designate one employee as single point of contact (SPOC) for the project at RISL. Bidder/SP shall provide the contact numbers, e-mail id and other relevant details of the SPOC to DoIT&C/RISL.

The orders may be placed in a phased manner i.e. RRC mode.

It is proposed to enter into Rate Contract with selected SIs at L-1 rates discovered through this tender, as defined in the RFP

The whole execution process is divided in following phases: -

1. Pre-implementation
2. Implementation
3. Testing & Commissioning
4. Post-Implementation: Network Management & Maintenance and FMS



1. Pre-implementation

- a) RISL shall provide the list of sites to be connected to bidder/SPs. Bidder/SPs shall perform Site-survey of all the ordered locations for feasibility. The Bidder/SPs shall intimate feasible links within specified timelines. If no intimation is provided by bidder/SPs within specified days, it shall be deemed that the site(s) are feasible to the bidder/SP.
- b) The work order to bidder/SP shall be placed for providing connectivity as per provisions of the RFP.
- c) If the bidder fails to provide the connectivity after submitting feasibility, a penalty, as per the provisions contained in the RFP, shall be imposed on per site basis.
- d) The requisite space & 5A AC power for installing the equipment at the designated locations shall be provided by respective state government office/RISL.
- e) Bidder/SP, in consultation with the nodal officer of the respective location, shall ensure proper positioning and electric earthing at each designated project location wherever required, before setting up tower/Mast/network CPE equipments, if any. However, the existing earth at respective location can also be utilized for the indoor equipment ONLY with proper permission from department/RISL.
- f) Tower/Mast/Network CPE equipments installed at Government building premises shall not be permitted to be used for any other purpose.
- g) In case of connectivity through OFC, the bidder may plan proper routing and entry to SHQ/Office.

2. Implementation:

- a) Bidder/SP shall establish an end-to-end secure dedicated MPLS connectivity (Wired/ Wireless)/Point to Point (P2P) with requisite bandwidth without any compression from respective office to SHQ/DHQ/BHQ (As per directions of RISL). The links offered should be through un-contention media i.e. bandwidth should be uncompressed and not shared.
- b) The Equipment to be installed by the Bidder/SP shall extend an electrical Ethernet interface to the end CPE equipment (Router/Layer3 Switch) installed at each location. The required Router/Switch, UPS, Rack and earthing shall be provided by the RISL.
- c) The last mile connectivity at SHQ shall be provided only on fiber and the last mile connectivity end-office location may be provided either on Wired / Wireless media. No charges shall be paid for aggregated bandwidth at SHQ.
- d) The aggregated bandwidth for MPLS connectivity termination at SHQ location shall be equal to the sum total of all the links provided by the bidder/SP. Whenever any bandwidth is upgraded at end-office or new office is connected, the SHQ aggregated bandwidth shall be automatically augmented by the SP/Bidder, by equal value.\



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- e) In case of order for Bandwidth upgradation, the upgradation should be provided in the same link at end office, Bandwidth should be increased on the same port. No additional/separate link/port shall be permitted for upgradation.
- f) Bidder/SP shall coordinate with the RajSWAN/RajNET Operator and nodal officer for detection of the circuit/link in NMS.
- g) The bandwidth provided shall be discovered in the NMS provided by the RISL/DoIT&C. This NMS shall be used to monitor the SLA. UAT request shall be accepted only when a link has been detected in NMS.
- h) During installation/ uninstall of any equipment, BIDDER/SP shall not cause any damage to government buildings/ premises/ property. However, if any damage occurs, the BIDDER/SP shall restore it to the original state at their own cost upto the satisfaction of the GoR. Trenches, path/road-cutting etc. should be back-filled and restored to the original condition immediately after laying of the conduit/cable at no extra cost to the purchaser.
- i) BIDDER/SP shall also plug conduits and entrance holes where the cabling has been installed with suitable sealing material. All the cables shall be laid with proper casing by the BIDDER/SP.
- j) BIDDER/SP shall perform the work in a conscientious manner as per the best industry practices and in compliance to the applicable regulatory norms. Approvals required, if any, shall be obtained by the BIDDER/SP at his own cost.
- k) During the implementation period, BIDDER/SP shall provide periodical implementation progress report to DoIT&C/RISL.
- l) The Bandwidth provided should be transparent to Video, Audio, Data and IP address i.e. it should be possible for RISL/DoITC to implement QoS at CPE end and utilize allocated IP Range.
- m) BIDDER/SP shall perform the work in a conscientious manner as per the best industry practices and in compliance to the applicable regulatory norms. Approvals required, if any, shall be obtained by the BIDDER/SP at his own cost.
- n) The SP/Bidder must obtain the required permission for laying OFC, wherever required, and deposit the charges prescribed by concerned authority. DoIT&C/RISL shall extend help in obtaining such permission expeditiously. In building permissions shall be arranged by RISL/DOIT&C.
- o) Any other activity to keep the solution/ set-up functional to its full capacity shall be the responsibility of the bidder/SP.
- p) OFC/ RF Equipment and End office equipment for OFC/Wireless connectivity (like Mux, Tower, Radio equipment, CPE, Optical to electrical convertor etc.) are to be supplied based on mode of connectivity proposed by SP/Bidder without additional cost/rent to purchaser. These equipment's shall be recovered by the SP/ bidder at the end of project period. Any other activity to keep the solution/ set-up functional to its full capacity shall be the responsibility of the bidder/SP.



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- q) The termination of P2P connectivity shall be on fiber/Ethernet (as per requirement of RISL) at both end with accessories to terminate the same at respective locations.
- r) SP/Bidder is required to establish links in the lots defined under clause C Project Milestones, Deliverables, Timelines and Payment Schedule.

3. Testing & Commissioning:

The selected bidder in the presence of the DoIT&C/RISL authorized officials will conduct acceptance tests. The test will involve performance testing of the Link. No additional charges shall be payable by the RISL for carrying out these acceptance tests.

- a) UAT request for a particular PO can be raised by the SP/Bidder in parts on monthly basis.
- b) After successful establishment of links at all the designated locations, BIDDER/SP shall inform DoIT&C/RISL designated agency about the same and submit a request for Acceptance Testing (AT) of each link by DoIT&C/RISL designated agency, at the end of the month OR on completion of the work order. BIDDER/SP shall assist DoIT&C/RISL in conducting Acceptance Testing.
- c) RISL shall carry out the UAT of established links in the previous month subject to a lot size of minimum 70% links i.e. Go-Live shall be given in a lot. Since there may be possibility of some links failing in UAT, the bidder is advised to offer more number of links for UAT. No more than three lots shall be accepted for UAT for each PO.
- d) Bidder shall be required to acquire an acknowledgement letter of establishment of connectivity from the end-office location. The established connectivity must be detected in RISL NOC.
- e) Acceptance Testing of each link shall include the following tests:-
 - (a) Ping Test: ping test of the link between end offices.
 - (b) Link Discovery: Link discovered on NMS of RISL.
 - (c) Performance Test

A. For MPLS Links

- i. Latency (Round-trip): The average round trip delay for 1000 diagnostic packets of 100 bytes each between respective end offices should be less than 60 milliseconds.
- ii. Packet Loss: Packet loss for 1000 diagnostic packets of 100 bytes each to transit from end office to DHQ/SHQ equipment should be < 3%. Three such consecutive tests shall be performed with a time interval of 5 min each to verify the packet loss/ drop percentage in each link.
- iii. Load Test: A file transfer test between respective end offices using FTP may be done to verify the effective bandwidth/ throughput, if felt necessary by RISL

B. For P2P Links

- i. Latency (Round-trip): The average round trip delay for 1000 diagnostic packets of 1500 bytes each between respective end offices should be less than 40 milliseconds.
- ii. Packet Loss: Packet loss for 1000 diagnostic packets of 1500 bytes each to transit from DHQ PoP Equipment to respective Div.HQ PoP and SHQ



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equipment should be <1%. Three such consecutive tests shall be performed with a time interval of 5 min each to verify the packet loss/ drop percentage in each link.

- iii. Load Test: A file transfer test between respective end offices using FTP may be done to verify the effective bandwidth/ throughput, if felt necessary by RISL

C. For ILL

- i. Latency (Round-trip): ISP’s Latency will be determined by round trip delay from ISP’s any edge router in INDIA & terminating point with upstream service provider. It will be measured by standard 1000 packets of 64-byte ping. Latency, Packet drop will be under SLA as per the below mentioned table:

Peering Points	Round Trip Delay between ISP Gateway Router and ISP upstream peering point	Packet drop	
8.8.8.8	≤ 50 ms	≤ 0.05%	

- ii. Load Test: A file transfer test between respective end offices using FTP may be done to verify the effective bandwidth/ throughput, if felt necessary by RISL.
- f) Link(s), if any, not passing the Acceptance Test, shall be rectified by the BIDDER/SP in a timely manner with a request for re-test by DoIT&C/RISL. If any link fails the AT repeatedly, it may be got removed by DoIT&C/RISL, without any claim for payment to BIDDER/SP. The clause related to “Liquidated Damages (LD)” shall be applicable in such a case for the respective location.
 - g) On successful AT by DoIT&C/RISL of the link, the event shall be marked as the “Date of Commissioning” of the lot.
 - h) A period of one week shall be taken for conduct of UAT for each lot. Any delay, due to reasons assignable to the purchaser, beyond this period shall not be counted on part of SP/bidder.
 - i) In case of delay/ non-completion of work by BIDDER/SP at any designated location(s) due to reasons not attributable to the BIDDER/SP, the delay shall not be counted on part of bidder/SP and no LD shall be imposed for such links.

The RISL shall reserve the right to disconnect/terminate any circuit any time by giving One month prior notice.

As the Links will be declared GO-LIVE in phased manner, there shall be time-gap between initially commissioned Links/Sites and last commissioned links/ sites. The period of O&M of links/sites commissioned before last phase may get completed before that of the last commissioned links/sites. A letter of Go-live of all the circuits/links shall be issued by RISL. The payment shall be effective from the date of commissioning & Go-Live of each lot.

It is to be noted that the RISL/ DoIT&C may get the complete/part solution audited through a Third Party, before Go-Live and periodically after Go-Live, in order to ensure the compliance to the RFP. Such third-party auditing for carrying out the acceptance testing and certification of



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the entire solution will be nominated by the RISL/ DoIT&C. All expenses towards hiring of TPA shall be borne by purchaser. The SP/bidder shall be required to extend co-ordination to such TPA for testing/auditing etc.

4. Post-implementation: Network Management Services and FMS

I. Post-implementation i.e. from the "Date of Go-Live", the Link Management & Maintenance period of 3 (three) years shall commence. It is clarified that for locations ordered subsequently or links commissioned after the "Date of Go-Live" of the first lot, the Link Management & Maintenance period shall be co-terminus with the Link Management & Maintenance period of the first lot. During this period, the BIDDER/SP: -

- a) Since the tickets shall be generated using the existing HP EMS installed under RajNET, the BIDDER/SP shall ensure with the respective operator that the tickets are closed on restoration of fault. The BIDDER/SP's support should coordinate for ticket management and monitoring of Faulty/Down circuits. Any communication like phone call, email, fax etc. shall be treated as logging of fault and duration shall be counted till the link is up and operational.
- a) Some Links may be required to be shifted to new location during O&M period. The Bidder/SP shall be required to uninstall, pack, shift, unpack, re-install and configure at new site location during contract period without any additional cost to the Purchaser, RISL will provide the required time to lay OFC to concern bidder/SP in such shifting cases. Such links will not be more than 1% of order given during contract period
- b) Bidder/SP shall proactively monitor and maintain all the commissioned links for desired uptime and performance as per agreed SLA.
- c) RISL may request for discontinuation of a particular link before expiry of Project period by giving One month notice. The payment to the SP/Bidder for such discontinued link(s) shall be made on pro-rata basis upto the notified termination date or actual date of removal of the connectivity whichever is earlier.
- d) While removing any link(s), BIDDER/SP shall not cause any damage to Government buildings/premises/ property and will perform proper restoration of the site at his own cost.
- e) In case, while installing/ removing/ operating/ maintain any established link and/ or equipment, the BIDDER/SP fails to restore the damage caused in a timely manner then DoITC/RISL may choose to get the repair/ restoration work done on its own and shall recover the same from the SP's payment due payments/ security deposit.

B. Shifting of site equipments and connectivity under RajNET/ RajSWAN:

- 1) The successful bidder/SP may be required to relocate the equipment from one location to another depending on the requirements of GOR/RISL which also include all existing site/office available on RAJSWAN/RajNET network. When an office is shifted from one place to another, the type of connectivity may or may not change. If there is no change in the type of connectivity, the same equipment shall be used for the connectivity and the bidder shall do the necessary cabling & Earthing at new locations.



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- 2) Bidder/SP required to deposit spared equipments (if any) to nearest block office of DoIT&C/RISL or place directed by RISL.
- 3) Shifting of the office may be within the premises, Block, District.
- 4) The successful bidder has to complete the shifting working within 15 days of time, on receipt of writing approval given by RISL. To complete the shifting work & establish the connectivity necessary liaising with concerned stack holders to be done by bidder.

C. Technical Resources for Dedicated Single Point of Contact (SPOC)

Bidder/SP Shall designate and deploy, a dedicated Single Point of Contact (SPOC), equipped with all the required tools/ resources, for handling day-to-day issues/ problems/Hardware/monitoring of the links and to co-ordinate with the RajSWAN/RajNET Operator Team and nodal officers of designated SHQ/Div. HQ/DHQ PoP locations **without any additional cost to purchaser/RISL**. The deployed personnel should remain available at RISL/DoIT&C NoC as per Annexure -3.

SNo	Role	Qty	Remarks
1	SPOC(Project Manager)	1	Detailed as per Annexure -3.
2	Support Engineer	1	Detailed as per Annexure -3.

Note: L1 Bidder in maximum BOM items need to deploy both resource as per **Annexure-3**, rest bidders(Accepted rates of L1) shall deploy support engineer only.



5.2. Project Milestones, Deliverables & Timelines

- 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 BIDDER/SP shall arrange supplies and provide the required services within the specified period.
- b) It should be noted that any delay in the work order timelines shall attract Liquidated Damages (LD) to the BIDDER/SP as per the details mentioned in subsequent sections of this bidding document. Any delay due to reasons not attributable to the bidder shall be excluded from the delivery timelines for LD/SLA.
- c) "T" is the event marking DoIT&C/RISL issuing the work order to the selected bidder/SP (T=0).
- d) Payments to the SP, after successful commissioning of links of the work order shall be made on Quartely basis i.e. Quartely equated instalments as per the agreed rates from the "Date of Commissioning & Go-Live" of links (As per As per RFP Clause: "A. Scope of Work" (Chapter 5)) on receipt of following deliverables:

SNo	Milestone/Phase	Scope of Work	Deliverables	Time Frame	Amount Payable
1	Pre-Implementation	Agreement Signing, Performance Security Deposit (PSD)	Signed Agreement Performance Security Deposit (PSD)	Within 15 days of issue of LOI	Nil
2.	Pre-Implementation	Technical Resource for Dedicated Single Point of Contact (SPOC)	Deployment of Technical Resource for Dedicated Single Point of Contact (SPOC) as defined in Annexure -3	Within 21 days from issuing of first work/feasibility order	Nil

a. For MPLS and P2P & ILL Connectivity

SNo	Milestone/Phase	Scope of Work	Deliverables	Time Frame	Amount Payable
1	Pre-Implementation	Issue of orders for feasibility	Feasibility Report	As per timelines defined in below table	Nil
2	Implementation	Issue of Work Order by RISL	-	T = 0	Nil
		Implementation	Link Commissioning	As per timelines defined in below table	Nil
		Bandwidth Upgradation	Bandwidth Upgradation	T+15	Nil
3	Testing, Commissioning and Go-Live	Testing, Commissioning and Go-Live	Reports as defined under clause: Testing, Commissioning and Go-Live of RFP	One Week	Nil



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4.	O&M Phase	Operations & Maintenance	Invoices by SP/Bidder Quarterly Link-wise SLA and MIS Report	3 Years from the Date of issue of first work order	Quarterly at the approved rates over a period of three years from the "Date of Commissioning & Go-Live" for each lot.
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Lot Size and Commissioning timelines		
Number of Links	Link Feasibility timeline	Link Commissioning timeline (Excluding UAT period)
Upto 10 Links	1 Week	1 Week
For more than 10 Links and Upto 50 Links	2 Week	4 Week
More than 50 Links and upto 200 Links	3 Week	8 Week
More than 200 Links	3 Week	12 Week

Note: The payment process for the work order shall be start after issuing of Go-live date of last lot. However, payable amount of links shall be effective from Go-live date of Links.

e) Payment Terms:

- i. "T" is the event marking date of issuing the work order to the selected bidder i.e. SI
- ii. The Payment for Links shall be effective from the date of Go-live/commissioning of each lot/Link.
- iii. The payment for each lot shall be released Quarterly from commissioning & Go-Live of the lot/link.
- iv. Payment shall be made after adjusting penalties (if any).
- v. For any period less than a Quarter for any link, the payment for that link will be made on pro-rata basis for the respective Quarter.
- vi. Payment in case of those goods/services which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

Note:-

- a) RISL is working as a Pure Agent and executing the projects on behalf of Government of Rajasthan. All the invoices should be raised in the name of department for which goods and services will be taken. The name for which billing will be done, shall be intimated by RISL
- b) RISL may involve Third Party Auditor (TPA) to check and verify the installation & commissioning, deliverables against milestone, any other work & services under the project.
- c) 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.
- d) 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.
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.



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- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) 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.
- i) Taxes (GST, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

DRAFT RFP



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 eProcurement 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 authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized 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: -
 - i. Last date of submitting clarifications requests by the bidder as per NIB
 - ii. 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:
- e) 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.



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- 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 who 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: -
 - i. Technical Bid, including fee details, eligibility & technical documents
 - ii. Financial Bid
- d) The Technical Bid shall consist of the following documents shall be uploaded in scanned PDF format (Bidder's are required to fill relevant page no.'s of the bid document submitted in the table given below): -

Sl. No.	Documents Type	Document Format	Page No.
1	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory (as per Annexure-11)	
1-A	Tender Form	ANNEXURE-2	
Fee Details			
2	Bidding document Fee (Tender Fee)	Proof of submission (PDF)	
3	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)	
4	Bid Security	Instrument/ Proof of submission (PDF)	
Eligibility Documents			
5	Bidder's Authorization Certificate along with a copy of board resolution/ Power of Attorney in favour of person signing the Letter of Authority stating that the Authorized signatory can sign the bid/contract on behalf of the firm	As per Annexure-5 and copy of Power of Attorney/ Copy of board resolution	
All the documents mentioned in the "Eligibility Criteria", in support of the eligibility as per the format mentioned against the respective eligibility criteria clause.			
6.	Legal Entity		
7.	Financial: Turnover		



Sl. No.	Documents Type	Document Format	Page No.
8.	Financial: Net Worth		
9.	Technical Capability		
10.	Tax registration		
11.	Certifications		
12.	Mandatory Undertaking		
13.	Mandatory requisites		
14.	Local support in Jaipur		
Technical Documents			
15	Certificate of Conformity/ No-Deviation	As per Annexure-6 (PDF)	
16	Other documents	All other Annexures-1,3,.. etc., duly filled (as required) and signed	
17	Covering Letter of Financial bid*	As per Annexure-12 (PDF)	
* Please note that only the “Covering Letter of Financial bid” needs to be submitted along with the technical bid. Financial bid (commercials) needs to be submitted only on e-procurement website as per the BoQ template.			

e) Financial bid shall include the following documents: -

Sr. No.	Documents Type	Document Format	Page No
1.	Financial Bid – Cover Letter	On bidder’s letter head duly signed by authorized signatory as per Annexure-12 (PDF)	
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal	

f) 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. The bidder shall quote for single brands/ make/ model for each item in the technical Bid and should also mention the details of the quoted make/ model.

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 any of 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;
 - 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 will 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 shall 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 processed 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

The evaluation shall be done item wise i.e. the L1 bidder shall be declared item wise. The lowest rates received for each item shall be offered to all the bidders.

The bidders, other than L1 for any item, shall have option to accept the L1 rates.

After determination of the best value bid, all the responsive and eligible Bidders shall be asked to match the best value (L1) bid. Maximum three BIDDERS shall be rate contracted.

PO will be given as per below:

a) For Lot having more than 50 links

If one (01) or more of such BIDDERS match the best value (L1) bid, RISL may try to place order by splitting the total required quantity among the best value BIDDERS and one BIDDERS who matches the best value (L1) bid. The ratio of the splitting shall be:

- (i) In case L2 BIDDERS and L3 BIDDERS are ready to match the L1 BIDDERS price, then RISL may try to split the order value as 55:30:15. In Case of failure in delivery/feasibility by any BIDDERS, rest work will be distributed to other BIDDERS as per feasibility.
- (ii) In case only L2 BIDDERS is ready to match the L1 BIDDERS price and no any other participated BIDDERS is ready to match the L1 price, then RISL may try to split the order value as 60:40.
- (iii) If BIDDERS(s) other than L-1 disagree(s) for the rates offered, the next BIDDERS (L-3, L-4 and so on), shall be offered L-1 rates. If any/all the BIDDERS disagree to accept L-1 rates, the remaining/complete work shall be awarded to L-1 BIDDERS. The L-1 BIDDERS is bound to accept complete work under the project in such case.
- (iv) BIDDERS, except L-1, shall have a choice to accept or refuse the offer

b) For Lot having less than 50 links

While placing orders for a particular item, the preference shall be given to the L1 bidder for that particular item. In case L1 bidder declares the link as non-feasible, or fails to commission link within stipulated time period as defined in WO/PO, the link shall be offered to L2 bidder (for that particular item) at L1 rates and so on.

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/email/letter.
- 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 Bid

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.



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- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
 - c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
 - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids**
- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, 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 evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids". POC may be conducted for any item asked in tender document and if not found technically qualified, complete bid will be rejected.
- 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.
 - a. 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.
 - b. 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

- a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.



- b) The process of opening of financial bids/ covers 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) In order to decide the L1 bidder, Refer "Selection Method" at Point 12.
- f) To evaluate a bid, the tendering authority shall consider the following:-
 - a. the bid price as quoted in accordance with bidding document.
 - b. price adjustment for correction of arithmetic errors in accordance with bidding document.
- g) 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.
- h) The offers shall be evaluated and marked L1, L2, L3 etc. based "Selection Method" as above. L1 being the lowest offer and then others in ascending order.
- i) 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.
- j) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid and sign it.
- k) 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 (qualifying the conditions 1 to 3 below), the element of GST 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.

- a) The firms which have GST registration with department of commercial tax of Govt. of Rajasthan (GoR);
- b) GST clearance certificate should be from Govt. of Rajasthan (GoR)
- c) The billing by the firm should be from their registered office in Rajasthan.

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 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/her, 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 shall 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: -
 - i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - v. 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;
 - vi. 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: -
 - i. communicated to the concerned bidder in writing;
 - ii. 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:-



- i. the Bid is technically qualified;
 - ii. the price quoted by the bidder is assessed to be reasonable;
 - iii. the Bid is unconditional and complete in all respects;
 - iv. there are no obvious indicators of cartelization amongst bidders; and
 - v. 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 who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.



23) Information and publication of award

Information of award of contract shall be communicated to all participating bidders and/or 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 Quantities

- 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) The rates quoted by the bidder shall be valid for **two years** from the date of agreement and purchaser may place purchase orders during this period.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - ii. 50% of the value of goods or services of the original contract.
 - iii. Such orders shall not be given for a period exceeding one month from the date of expiry of last supply* (delivery) made and also subject to the condition that price have since not reduced and purchase were not made on urgent basis.

*Last supply mean supply made under clause (b) above.

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 2%, 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 .5% 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 1% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - i. Bank Draft or Banker's Cheque of a scheduled bank;
 - ii. 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;
 - iii. 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;
 - iv. 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



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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 [e.] 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:-
 - i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.
 - iii. 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) Additional Performance Security

In addition to Performance Security as specified above, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee.

For the purpose of this rule-

- a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- d. The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

28) 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.



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- 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.

29) 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: -
- i. impede enforcement of any law;
 - ii. affect the security or strategic interests of India;
 - iii. affect the intellectual property rights or legitimate commercial interests of bidders;
 - iv. 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.

30) 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 –
- i. at any time prior to the acceptance of the successful Bid; or
 - ii. 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 whose 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: -
- i. 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;
 - ii. 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.

31) 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: -
- i. 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;
 - ii. disclosure of conflict of interest;
 - iii. 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: -
- i. exclusion of the bidder from the procurement process;
 - ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii. forfeiture or encashment of any other security or bond relating to the procurement;
 - iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

32) 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.

33) 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.



Draft RFP for Providing, Testing, Commissioning and Maintenance of connectivity to Government offices under RajNET across Rajasthan on RRC basis

- 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 sub-section within the period specified in (b) 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 (b) 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: Technical Director & Joint Secretary, IT&C, GoR>
<Second Appellate Authority: Commissioner,IT&C, GoR>
- f) Form of Appeal:
 - i. 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.
 - ii. 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.
 - iii. 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:
 - i. 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.
 - ii. 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:
 - i. 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.
 - ii. 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/her; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. 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.
 - iv. 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.

34) 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/she, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.



35) 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.

36) 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:
- b) Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he/she proves that the offence was committed without his/her knowledge or that he/she had exercised all due diligence to prevent the commission of such offence.
- c) 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.
- d) For the purpose of this section-
 - i. “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
 - ii. “director” in relation to a limited liability partnership or firm, means a partner in the firm.
- e) 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.

37) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence:
 - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); OR
 - ii. 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.



38) 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 there from, 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.



- 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 to meet warranty clause.
- 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 4 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 this document, the quantity and specifications are for minimum quantity and configuration respectively. The bidder may supply higher configuration.
- c) 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.
- d) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale and End of Service/ Support for the period as mentioned in BoM (Annexure -1) 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.
- d) Shift/change of place of Installation: The user will be free to shift/change the place of installation prior to installation within the same city /town/ district/ division. The successful/ selected bidder shall physically shift equipments/ software/ components to new location and carry out installation at new location (location details will be provided by the purchaser as and when required) at no extra cost to purchaser.



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 there from, 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, GST 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) Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.



16) 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.

17) 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) Subcontracts, if permitted, shall comply with the provisions of bidding document and/ or contract.

18) 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.

19) 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 atmospheric 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.

20) 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, till handover of the project is achieved. 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.
- c) The successful bidder shall be responsible for storage, security and insurance of the all the material / equipment's under VC infrastructure. In case of any theft / burnt / damage etc. cases, the bidder has to replace the equipment in working conditions without any extra cost to purchaser. If any equipment's are beyond repairable / burnt case, the bidder shall either repair or replace the item with the same or higher capacity at no extra cost to the purchaser. The specifications, make and model of the equipment's shall be submitted to RISL for approval, before deploying the same.

21) Transportation

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.

22) 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.

23) 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) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) 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.

24) 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.



25) Testing charges

Testing charges shall be borne by the Government. In case, test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

26) 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.

27) Payments

- a) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be borne by the bidder.
- b) In case of disputed items, disputed amount shall be withheld and will be paid on settlement of the dispute.
- c) 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.

28) Liquidated Damages (LD)

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of which the bidder has failed to supply/commence services:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
- f) Bidders must make their own arrangements to obtain import license, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.



29) Authenticity of Equipment

- a) The selected bidder shall certify 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.

30) Warranty

- a) **The bidder must supply all items of BoM (Annexure-1).**
- b) The bidder shall submit a certificate/ undertaking from the respective OEMs as specified in BoM (Annexure -1), mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, 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.
- d) The selected bidder shall either repair or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM as per the time period specified under clause "Service Level Agreement (SLA)"
- e) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser shall impose penalty as specified in RFP.
- f) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

31) 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.

32) 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.

33) 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 its 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 DoIT&C or RISL, the DoIT&C or RISL may take the case with the supplier/ selected bidder on similar lines.

34) 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 should 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.

35) 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.

36) 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/RISL 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



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- handed 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 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 favor 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
- i. 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.
 - ii. 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
 - iii. 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
 - iv. 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.
 - v. 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.
 - vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
 - vii. 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.
 - viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
 - ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - x. It would be the responsibility of the selected bidder to support new operator during the transition period.

37) Settlement of Disputes

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the respective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be Jaipur or any suitable place agreed by all parties. The Arbitration shall be conducted in English Language and the award shall be binding upon all Parties.



8. **SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act 2012.

1) **Service Level Standards/ Requirements/ Agreement:**

- a) Service Levels play an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure quality video conference services available, in a efficient mannner to the identified users.
- b) It is acknowledged that service levels may change. The present SLAs have been worked out on the basis of current expectation. Service levels between the Purchaser and Bidder can be revised after the start of operations in view of the experience gained. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required. Any changes to the levels of service provided during the project period will be requested, documented and negotiated in good faith by both parties. Either party can request a change. The request will be considered & finalized by RISL in consultation with successful bidder. Changes will be documented as an addendum to the contract. The request of change in Service Level parameter by either of the party (ie Purchaser or Bidder) shall not be binding to other party and shall be applicable on mutual agreement of both the parties.
- c) Though that bidder is expected to maintain the solution to the highest possible efficiency, the first month after commissioning (Go-Live) of each site shall be treated for prove-in period and no penalty shall be imposed for any SLA defaults in order to facilitate stabilization of operations.
- d) In case penalty reaches maximum for three consecutive quarters, the purchaser may invoke termination clause as per RFP.
- e) No penalty shall be levied, due to reasons not attributable to the SP/Bidder.

SLA for MPLS Connectivity:

1. **SLA Duration (Timing for Service Window):**

Timings	24x7
Prime Hours	8:00 AM to 8:00 PM
Non-Prime Hours:	8:00 PM to 8:00 AM

2. **SLA Matrix:** Initial Response Time (IRT) to rectify and restore the services will be calculated from the time of detection of non-availability of services either through



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HDMS/ NMS/ or registration of complaints at Help Desk/Service Window or any other mechanism adopted under the project (by DoITC/RISL), whichever is earlier. IRT as below shall be permitted and excluded from SLA breach:

Location	Prime Hours	Non-Prime Hours
HUB Sites at SHQ	15 Minutes	30 Minutes
End Office at SHQ/DHQ level	30 Minutes	60 Minutes
End Office at BHQ/GP level	60 Minutes	90 Minutes

The duration beyond IRT shall be counted into SLA breach and penalty shall be imposed accordingly.

3. **Service Level Requirement for each link:**The BIDDER/SP has to maintain the network uptime at each of the locations as per the table given below:

Location	Desired Network Uptime (MPLS)		Desired Network Uptime (P2P& ILL)	
	Prime Hours	Non-Prime Hours	Prime Hours	Non-Prime Hours
HUB Sites at SHQ	99%	98%	99.5%	99%
End Office at SHQ/DHQ level	98%	95%	99%	98%
End Office at BHQ/GP level	96%	92%	99%	98%

4. Uptime and SLA exclusion time calculation shall be done as below:

1) Uptime calculation for each Link: 'Uptime' refers to the availability of bandwidth for each link and shall be calculated separately for Prime Hours and Non-Prime Hours, based on the formula given below:

$$\text{Uptime (in percentage)} = \frac{100 \times [\{\text{Total Available time per Quarter}\} - \text{Downtime of a Link}]}{[\text{Total Available time per Quarter}]}$$

Note:

1. Total Available time per month = (12 hrs * N days) – SLA Exclusion Time
2. N = Number of calendar days in a Quarter
3. SLA Exclusion Time = IRT + scheduled downtime as permitted in RFP

2) In addition to IRT, following shall be excluded from fault duration (SLA Exclusion time):

- i. Unavailability of circuit due to power failure at purchaser end.



- ii. Unavailability of circuit due to force majeure.
- iii. Scheduled Downtime: Scheduled downtime for preventive maintenance or up-gradation shall be considered with prior permission. Preventive maintenance window of 3 hours per quarter per link shall be permitted between 9:00 PM to 6:00 AM.

5. Measurement of Service Level Parameter:

- i. The measurement of SLA shall be performed, calculated & audited by DoITC/RISL/third party auditor nominated by the purchaser. The logs/ data generated by NMS and HDMS shall be open for reference to the SP/Bidder.
- ii. The uptime shall be calculated on quarterly basis during the entire project period by DoIT&C/RISL/ designated agency using EMS/ NMS tool and penalty if any would be charged per Quarter. Downtime of any one of the services (Voice, Video and Data) would result in deduction of that downtime from the total time in the Quarter.
- iii. In case of any difference in downtime calculations based on the data of purchaser EMS/NMS, the SP/Bidder may supply their own EMS/NMS data for reference.
- iv. Committed Interface Rate (CIR): The Committed Interface Rate (CIR) is a QoS type arrangement. It is basically an agreement that the Bandwidth Service Provider/Bidder ensures that the purchaser has a guaranteed minimum data rate across the network. Failure to provide this rate could result in a breach of contract. The bandwidth to be provided shall be non-shared bandwidth. CIR shall be measured at all times. The link shall be treated as down if the CIR for that particular link is below 95% of ordered bandwidth. Penalties would be calculated accordingly. If a link found bandwidth below than CIR at any moment after go-live in O&M, the link will be treated down.

6. Penalty for non-achievement of Service Level Requirements:

Penalty which shall be deducted from Quarterly Equated Instalment payable against the links shall be as below:

For MPLS connectivity:

Network Level	Parameter	Penalty
End Office	% Drop from defined Uptime	Equal % of deduction from payable amount for each link for uptime upto 80%(20% would be sealing Penalty). With following exceptions: 1. In case of user complaints to department 2. If a link found bandwidth below than CIR the link will be treated down. For both above cases, No payment shall be made for links having uptime less than 80%.
Throughput at SHQ	% drop from sum total of bandwidth of all links	Equal % of deduction from payable amount for all links.



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For P2P and ILL connectivity:

Network Level	Availability During Prime Hours	Penalty	Availability During Non-Prime Hours	Penalty
SHQ to respective Div.HQ/DHQ Link	>= 99.5%	Nil	>= 99%	Nil
	>=96% and <99.5%	(10% of quarterly equated instalments for that link)	>=95% and < 99%	(5% of quarterly equated instalments for that link)
	>=93% and <96%	(15% of quarterly equated instalments for that link)	>=90% and <95%	(10% of quarterly equated instalments for that link)
	>=90% and <93%	(25% of quarterly equated instalments for that link)	>=88% and <90%	(15% of quarterly equated instalments for that link)
	<90%	(100% of quarterly equated instalments for that link)	<88%	(100% of quarterly equated instalments for that link)
Each Div.HQ to respective DHQ Link	>= 99%	Nil	>=98%	Nil
	>=95% and <99%	(10% of quarterly equated instalments for that link)	>=94% and <98%	(5% of quarterly equated instalments for that link)
	>=93% and <95%	(15% of quarterly equated instalments for that link)	>=90% and <94%	(10% of quarterly equated instalments for that link)
	>=88% and <93%	(25% of quarterly equated instalments for that link)	>=85% and <90%	(15% of quarterly equated instalments for that link)
	<88%	(100% of quarterly equated instalments for that link)	<85%	(100% of quarterly equated instalments for that link)

Penalty for non-achievement of Latency for P2P connectivity shall be deducted as below:

Latency	Penalty per Quarter Per circuit
<=40ms	NIL
>40ms and <=50ms	5% of quarterly payment
>50ms and <=75ms	10% of quarterly payment



>75ms	25% of quarterly payment
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7. Penalty for non-commissioning of links:

If a SP/Bidder fails to commission the link after declaring the site feasibility within the stipulated time period provided in the work-order issued by RISL, a penalty of 100% of the link rental of a year of the link, shall be deducted from the payable amount to SP/bidder for commissioned links. Such links shall be offered to other SP/Bidder for commissioning.

Note: The penalty shall be calculated separately for Prime Hours and Non-Prime Hours and for each parameter defined above, on quarterly basis. Penalty imposed shall be sum of both (i.e. Prime Hours and Non-Prime Hours). However, for any given link, penalty shall not exceed 100% of Quarterly equated instalments (i.e. rental) for that link.

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2) Personnel Deployment:

- a) The selected bidder has to deploy the minimum number of dedicated skilled personnel as mentioned in **Annexure-3** of the RFP along with required tools, equipments and facilities to carry out the scope of work.
- b) L1 Bidder in maximum BOM items need to deploy both resource as per **Annexure-3**, rest bidders(Accepted rates of L1) shall deploy support engineers only.
- c) The selected bidder, if required, may also deploy additional personnel with required machines and tools for smooth implementation /functioning of the project, at no extra cost to purchaser.
- d) The personnel will be deployed exclusively for the Rajasthan Network project and cannot be shared by the bidder for other purposes.
- e) In the event of non availability of the committed personnel on account of attrition or other cause, the bidder must inform the same in writing to RISL for a suitable replacement person with equivalent qualification and experience as per Annexure-3 of RFP.
- f) The Project Manager should necessary be on roles of the Bidder and is deputed for entire project duration. The field engineers/helpdesk engineers may be outsourced by the bidder however the sole responsibility towards proper discharge of assigned duties and fulfillment of regulatory requirements shall be owned by the bidder.
- g) **Penalty on non-availability of manpower resources:** The penalty for non-availability of resources will be as per Annexure-3



ANNEXURE-1: BILL OF MATERIAL (BOM)

MPLS,P2P and ILL Connectivity (Rate Contract):

Item No.	Item	Qty.
1	MPLS 4 Mbps (for Three years)	4000
2	MPLS 8 Mbps (for Three years)	2600
3	MPLS 16 Mbps (for Three years)	500
4	MPLS 32 Mbps (for Three years)	150
5	8 Mbps P2P connectivity upto 100 KM (for Three years)	550
6	8 Mbps P2P connectivity more than 100 KM (for Three years)	210
7	50 Mbps P2P connectivity upto 100 KM (for Three years)	14
8	50 Mbps P2P connectivity more than 100 KM (for Three years)	1
9	100 Mbps P2P connectivity upto 100 KM (for Three years)	100
10	100 Mbps P2P connectivity more than 100 KM (for Three years)	5
11	500 Mbps P2P connectivity upto 250 KM (for Three years)	15
12	500 Mbps P2P connectivity more than 250 KM (for Three years)	2
13	1 Gbps P2P connectivity upto 250 KM (for Three years)	27
14	1 Gbps P2P connectivity more than 250 KM (for Three years)	2
15	2 Gbps P2P connectivity upto 250 KM (for Three years)	15
16	2 Gbps P2P connectivity more than 250 KM (for Three years)	1
17	5 Gbps P2P connectivity upto 250 KM (for Three years)	5
18	5 Gbps P2P connectivity more than 250 KM (for Three years)	1
19	50 Mbps Internet Lease Line (for Three years)	4
20	1 Gbps Internet Lease Line (for Three years)	3
21	5 Gbps Internet Lease Line (for Three years)	2

Note: The payment shall be done as per actual.



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ANNEXURE-2: TENDER FORM

1. Addressed to:

Name of the Tendering Authority	Managing Director
Address	RajCOMP Info Services Limited (RISL) C-Block, 1st Floor, Yojana Bhavan, Jaipur (Rajasthan) – 302005
Telephone	5103902, 2226055
Tele Fax	0141-2228701
Email	chhatrapal.risl@rajasthan.gov.in (please mention the NIB no. in the subject)

2. Firm Details:

Name of Firm			
Name of CMD of the firm with email id, contact number			
Name of Contact Person with Designation			
Registered Office Address			
Year of Establishment			
Address of the Firm			
Type of Firm Put Tick(v) mark	Public Limited Private	Limited	Partnership Proprietary
Telephone Number(s)			
Email Address/ Web Site	Email: Web-Site:		
Fax No.			
Mobile Number	Mobile:		
Certification/Accreditation/Affiliation, if Any			

3. The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/BC/receipt no. _____ dated _____.
4. The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/BC/receipt no. _____ dated _____.
5. The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
6. We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the



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attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

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ANNEXURE-3: TECHNICAL RESOURCES(SPOC)/PERSONNEL

Sr. No.	Role	Project stage	Working Hours	Desirable Qualification and Experience	Remarks
1	Project Manager (1)	Implementation, O&M, Exit Management	Office hours of Government of Rajasthan/RISL (Six days in a Week) And also on demand. In addition to above, maximum 12 days leave in a calendar year shall be permissible to individual manpower. The leave cannot be accumulated or taken in advance. The Leave shall be granted in such a way that work is not hampered. For additional leave, suitable alternate arrangement shall be made by the bidder	1. B.E/ B.Tech (IT / CSE/ ECE) 2. Fluency in English / Hindi 3. 8+ years of post-qualification work experience in deployment of network infrastructure/ project management/Telecom.	Shall be responsible for overall management of the Project and shall be posted within 21 days from the date of issue of first work order till 30 days after project period. The Project manager shall be responsible for timely commissioning & execution of the project/Links. He will also be responsible for Liaison with RajSWAN, SECLAN, GRAMSAT, RSDC Operator and Transfer of assets in proper working condition etc. The Project Manager deputed at RISL/DoIT&C, Jaipur shall be the single point of contact (SPOC).
2	Support Engineer (1)	Implementation, O&M, Exit Management		1. BCA/ PGDCA / Diploma in Electronics / IT/ CS or higher in same domain. 2. Fluency in English/Hindi 3. 2+ years of relevant post-qualification work experience in mpls/p2p technology.	Shall be responsible to assist Project Manager for day to day operations & management of the Project and shall be posted within 21 days from the date of issue of first work order till 30 days after project period.

Note:



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- 1) The manpower will be deployed exclusively for the project only and cannot be shared by the bidder for other purposes.
- 2) In the event of non-deployment/ non availability of the committed manpower on account of any cause, the bidder must inform the same in writing to RISL/DoIT&C and replace the person with equivalent qualification and experience. The SLA shall be applicable for such case also.
- 3) The Bidder shall be required to ensure availability of personnel and submit the attendance certified by concerned government official along with bills.
- 4) The resources deployed may be utilized for other IT activities of GoR.
- 5) **Penalty on non-availability of manpower resources**
 - a) The penalty for non-availability of resource shall be **Rs 2500/- per day** for Project Manager and **Rs1500/- per day** for Support Engineer.
 - b) Non-deployment of manpower and leaves availed beyond permitted leave shall attract penalty and these days shall not be taken into account for payment.
 - c) Penalty for non-deployment/non-availability of manpower shall be in addition to the other penalties define in the RFP and shall be excluded from the overall limit.



ANNEXURE-4: 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:

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

Company/Firm Contacts:

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

Query / Clarification Sought:

S. No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.



ANNEXURE-5: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

Managing Director

RISL, Yojana Bhawan Campus,

Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{To be filled by the bidder}

To,

Managing Director

RISL, Yojana Bhawan Campus,

Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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 technical 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 and assumptions.

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: CERTIFICATE FOR EXEMPTION OF BID SECURITY

{To be filled by the Govt./PSU/Department only as per RFP}

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

I/ We {Name of the PSU/Corporation/Department} hereby {Name of the PSU/Corporation/Department} is owned or controlled or managed by the {Name of the State} State Government/Central Government Undertaking/Department. I/ We hereby declare/ certify that it is eligible for exemption from the bid security submission as per RFP.

Legal document/Certificate of Incorporation establishing the exemption is attached.

Thanking you,

Name of the Bidder: -

Name of Authorised Signatory: -

Sign of the Authorised Signatory

Seal of the Organization: -

Date: _____

Place: _____



ANNEXURE-8: UNDERTAKING FOR OFFICE SETUP

To,

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

Reference: NIB No. : _____ Dated: _____

1. We hereby declare that we have our office at Jaipur at following address:

Phone No:

OR

2. We hereby undertake to establish local support office in Jaipur within one month of issue of work order

Authorized Signatory

Name:

Designation:

Note: Strikeout 1 OR 2 whichever is not applicable



ANNEXURE-09: FORM OF BID-SECURING DECLARATION

(On Rajasthan Non-Judicial Stamp Paper worth Rs.50/- + Surcharge on Stamp Paper as per rules)

Form of Bid-Securing Declaration

Date:

Bid No. :

Alternative No. :

To:

.....

.....

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) When we withdraw or modify our bid after opening of bids;
- (b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) We are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) Thirty days after the expiration of our Bid.
- (iv) The cancellation of the procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of:

Dated on ----- day of -----

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



ANNEXURE-10: SELF-DECLARATION

(To be submitted only on Letter Head duly signed by Auth. Sign.)

To

Managing Director

RISL, Yojana Bhawan Campus,

Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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-11: COVERING LETTER – TECHNICAL BID

(To be submitted only on Letter Head duly signed by Auth. Sign.)

To,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur (Rajasthan)

Ref: Request for Proposal (RFP) Notification dated..... No.....

Dear Sir,

1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
7. I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 1 months from the date of issue of Lol.

Or (strike out whichever is not applicable)

We have an existing office at Jaipur at the following address:



.....
8. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.

9. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

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ANNEXURE-12: FINANCIAL BID COVER LETTER & FORMAT

(To be submitted only on Letter Head duly signed by Auth. Sign.)

To,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur (Rajasthan)

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:
Authorized Signatory
Name:
Designation:



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Financial Bid Format(Indicative)

{To be submitted by the bidder only in BoQ format (.XLS) available at eProc portal}

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. GST)	GST in INR	Amount in INR (including all taxes) per Unit	Total Cost in INR
1	2	3	3	4	5	6	7	8
1.	MPLS 4 Mbps (for Three years)	Item1	4000.00	Nos			0.00	0.00
2.	MPLS 8 Mbps (for Three years)	Item2	2600.00	Nos			0.00	0.00
3.	MPLS 16 Mbps (for Three years)	Item3	500.00	Nos			0.00	0.00
4.	MPLS 32 Mbps (for Three years)	Item4	150.00	Nos			0.00	0.00
5.	8 Mbps P2P connectivity upto 100 KM (for Three years)	Item5	550.00	Nos			0.00	0.00
6.	8 Mbps P2P connectivity more than 100 KM (for Three years)	Item6	210.00	Nos			0.00	0.00
7.	50 Mbps P2P connectivity upto 100 KM (for Three years)	Item7	14.00	Nos			0.00	0.00
8.	50 Mbps P2P connectivity more than 100 KM (for Three years)	Item8	1.00	Nos			0.00	0.00
9.	100 Mbps P2P connectivity upto 100 KM (for Three years)	Item9	100.00	Nos			0.00	0.00
10.	100 Mbps P2P connectivity more than 100 KM (for Three years)	Item10	5.00	Nos			0.00	0.00
11.	500 Mbps P2P connectivity upto 250 KM (for Three years)	Item11	15.00	Nos			0.00	0.00
12.	500 Mbps P2P connectivity more than 250 KM (for Three years)	Item12	2.00	Nos			0.00	0.00



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13.	1 Gbps P2P connectivity upto 250 KM (for Three years)	Item13	27.00	Nos			0.00	0.00
14.	1 Gbps P2P connectivity more than 250 KM (for Three years)	Item14	2.00	Nos			0.00	0.00
15.	2 Gbps P2P connectivity upto 250 KM (for Three years)	Item15	15.00	Nos			0.00	0.00
16.	2 Gbps P2P connectivity more than 250 KM (for Three years)	Item16	1.00	Nos			0.00	0.00
17.	5 Gbps P2P connectivity upto 250 KM (for Three years)	Item17	5.00	Nos			0.00	0.00
18.	5 Gbps P2P connectivity more than 250 KM (for Three years)	Item18	1.00	Nos			0.00	0.00
19.	50 Mbps Internet Lease Line (for Three years)	Item19	4.00	Nos			0.00	0.00
20.	1 Gbps Internet Lease Line (for Three years)	Item20	3.00	Nos			0.00	0.00
21.	5 Gbps Internet Lease Line (for Three years)	Item21	2.00	Nos			0.00	0.00
Total in Figures							0.00	0.00



ANNEXURE-13: 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, Yojana Bhawan, C-Block, 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, 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.
3. 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.
4. 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



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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 court.
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:

WTTNESS (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
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
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:

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



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, 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.....datedmade 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.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(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



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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-14: DRAFT AGREEMENT FORMAT

{To be mutually signed by selected bidder and procuring entity}

This agreement is being executed on behalf of Department of Information Technology and Communication, to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of Department of Information Technology and Communication along with invoices of supplied items, although payment will be made by RISL on behalf of said department.

This Contract is made and entered into on this _____ day of _____, 2020 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 _____ represents 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 Letter of Intent vide Letter No. _____ dated _____, on which supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas



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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 Letter of Intent 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 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: -

a. Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b. Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c. Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d. Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

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.



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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.
7. This agreement is being executed on behalf of Department of Information Technology & Communication (DoIT&C), Jaipur to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of Department of Information Technology & Communication (DoIT&C), Jaipur along with invoices of supplied items, although payment will be made by RISL on behalf of said Department.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____day of _____, 2020.

Signed By:	Signed By:
() Designation:, Company:	(Authorized Signatory) RISL, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: RISL, Govt. of Rajasthan
() Designation: Company:	() Designation: RISL, Govt. of Rajasthan



ANNEXURE-15: FORMAT FOR PROJECT REFERENCES
(FOR PRE-QUALIFICATION EXPERIENCE OF BIDDER)

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	
Contact person with address, phone, fax and e-mail:	
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services/Items provided by your firm/company	

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference.



ANNEXURE-16: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

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