

2023

RajCOMP Info Services Limited (RISL)

Request for Proposal (RFP) for Network Equipments & LAN Infra under RajNET Project through Rate Contract (RC)

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Request for Proposal (RFP) for Network Equipments & LAN Infra under RajNET Project through Rate Contract (RC)

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Ref. No.: F3.3(460)/RISL/Pur/2023/48

Dated:05.04.2023

Unique Bid No: RIS2324GLOB00003

Mode of Bid Submission	Online though 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 11:00 am• 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 pm
Date & Time of Opening of Technical Bid	12.05.2023 at 05:00 pm

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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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



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	deposited online using this website: https://e gras.raj.nic.in/
ETDC	Electronic Testing & Development Center
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



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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 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)



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

Ref. No.:F3.3(460)/RISL/Pur/2023/48

Dated: 05-04-2023

Unique Bid No: RIS2324GL0800003

Name & Address of the Procuring Entity	<ul style="list-style-type: none">Name: Chairman & Managing Director, RISLAddress: 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 SinghDesignation: GM(Tech), RISLAddress: 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	Request for Proposal (RFP) for Network Equipments & LAN Infra under RajNET Project through Rate Contract (RC)
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.inBidding document fee: Rs. 5000 (Rupees Five Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".RISL Processing Fee: Rs. 2500/- (Rupees Two Thousand five hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	<ul style="list-style-type: none">Rs. 68.00 Crore/- (Rs Sixty eight 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 (11:00 am)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 (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 (5:00 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

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as per NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
 Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
 e-mail: eproc@rajasthan.gov.in
 Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of 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. The Government offices also connected on Fiber. Active and passive component of networking shall be deployed in Government premises to provide connectivity (through MPLS/P2P/ILL/department's fibre network).



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/ICT/ITeS/ Networking (Active/Passive Network Component/Data Center Equipments) 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. 100 crores.	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal
3	Financial Networth:	The net worth of the bidder, as on 31/03/2022, should be Positive.	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal
3	Technical Capability	<p>A. The bidder must have successfully completed</p> <p>One project of Supply and Installation of active Networking devices (Router/Switches and other active network equipment) value not less than the amount of Rs. 20.00CR during the period from 01/04/2015 to 31/03/2022.</p> <p style="text-align: center;">or</p> <p>three project of Supply and Installation of active Networking devices (Router/Switches and other active network equipment) value not less than the amount of Rs. 40 CR during the period from 01/04/2015 to</p>	<p><u>For A.</u></p> <p>Annexure-15 and</p> <p>Work Order + Work For Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the</p>



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Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		31/03/2022. (Bidder to submit the documents as per Annexure - 15)	client showing acceptance of completion of supply and installation
4	Tax registration	The bidder should have a registered number of i. GST Registration ii. Income Tax / PAN Number	Copies of relevant certificates of registration
5	Certifications	The bidder must possess, at the time of bidding, a valid ISO 9001 / ISO 20000 / ISO 27001/ CMMi Level V.	Copy of a valid certificate
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; 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.	A Self Certified letter on bidder's letter head duly signed by Auth. Signatory as per Annexure 10: Self-Declaration
7	Mandatory requisites	The Bidder should have Manufacturers' authorization and a direct back-to-back support agreement with the OEM for the equipment's included in the existing solution as per Annexure -1 (Part – B).	The bidder must attach Authorization Certificates for all the quoted products as per Annexure-7. Where applicable,



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Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		AND The bidder must be an authorized system integrator for sale, support and services of the OEM who meets the criteria under Eligible Goods and Services of the products being quoted in this bid. OR The bidder must be a manufacturer, distributor or bona-fide dealer in the goods and furnish necessary proof for the same in the specified format.	proof of authorization by the manufacturer or country distributor in India, shall be enclosed as per Annexure-7: MAF
8	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-17

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 for Network Infrastructure

a. Rate Contract for Network Equipments

The selected bidder shall be responsible for the supply, installation and commissioning of the required Hardware/Accessories as per the BoM (Bill of Material Annexure-1) & Technical specifications (Annexure-2) of this RFP, at various Government Office location across the Rajasthan State within the stipulated time period as mentioned in this RFP and further maintenance of devices as mentioned in the RFP on Rate running contract (RRC) mode.

The bidder has to do Earthing (as per order) strictly according to the specifications. The Earthing shall be provided to power socket where PDU would have been connected. If there is no power socket available at site, a 3 pin 15 Amp power socket shall be installed by bidder with no extra cost to purchaser and earthing shall be terminated at the socket thereafter. The bidder has to repair/replace PDU in warranty duration.

The SFP (Small Form-factor pluggable) required as per Annexure - 1 should be compatible with below mentioned existing network switches and routers:

Sr. NO	Make / Model
1	CISCO ASR 9010
2	CISCO ASR 903 & 7206VXRG2/VSAVPNK9
3	CISCO Catalyst 3560 Switch (CISCO WS-C3560G-24PS-E)
4	CISCO ASR 903 / C2911-VSEC/K9
5	Cisco SRW2024P-K9-NA (Model Name: SG300-28P)
6	Cisco SRW224G4P-K9 V02 (Model Name: SF300-24P)
7	Brocade VDX 6740
8	Brocade ICX 7450
9	HP Aruba 2530

The SPOC provided by bidder shall be responsible for handling support tickets for the equipment mentioned in the RFP and getting support issues rectified as per the defined SLA. In case of faults in any of supplied End Office Equipment, tickets shall be raised to SPOC and SPOC shall get the fault rectified or equipment replaced as required, by coordinating with respective OEM's. RISL will arrange the pickup of faulty devices at the nearest Block level of the location, OEM's need to deliver devices to the nearest Block level location for any replacement. However, bidder can arrange its own to meet SLA timelines, SPOC shall also be responsible for the re-configuration of replaced devices. The devices supplied shall be compatible with existing NMS system and shall be discoverable through NMS System. Bidder is responsible to do



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configuration in supplied switches and will coordinate with team for discovery in existing HP NMS.

1. Comprehensive Onsite Warranty:

Bidders are required to provide the Comprehensive Onsite Maintenance with spare parts for all equipment as given in the Annexure-1& Annexure-2 and to maintain the required SLA. The details of the work to be undertaken are as follows:

- Repairing of defective parts/components.
- Replacement of parts/components beyond repair with parts/components of same or better specifications ensuring compatibility.
- Providing suitable standby for parts/components with same or better specifications till the time the original part/component is repaired or replaced so that daily business is not affected.
- Submit a list containing the details of the delivered equipment including Serial Numbers, Model Name & Make, etc. to RISL during delivery of the equipment (along with the Delivery Challan). The details of the delivered equipment shall also be updated in the Warranty Management System of the OEM.

2. Configuration and reconfiguration of equipment/network/services

- The Successful bidder shall be responsible for configuration/re-configuration of all the equipment/services as and when required.
- The Successful bidder shall maintain a record of hardware and software configurations of all equipment including the details of different policies implemented on the devices such as VLAN configurations, access control lists, routing filters, clustering details etc. Successful bidder shall keep regular backups of soft copies of the configurations of each of the devices mentioned above.
- The Successful bidder shall ensure that these configurations are not accessible in general and must be kept confidential with the Purchaser and Technical Resource.

3. User Acceptance Test

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

- Infrastructure Compliance
- Performance
- Project Documentation
- The Successful bidder shall inform the department in writing, as and when the work is completed for a specific work order, with the request to conduct UAT.
- DoIT&C/RISL may associate authorized personnel for UAT.
- The bidder shall co-ordinate and carry any other required test as desired by purchaser for demonstrating the asked functionality.
- The bidder shall bring all the testing equipment to site as required under the procedure to carry out testing at no extra cost.



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- The time taken for approval of UAT acceptance by DoIT&C/ RISL, shall not be considered as delay on bidder's part.
- The bidder is required to rectify the shortcomings reported, if any, during the testing. The selected bidder shall make the required changes at no extra cost.
- The RISL/GoR may engage third party auditor (TPA) at its own costs to carry out UAT. The bidder shall be required to extend required cooperation including carrying at pit holes, Testing of Material/Links etc. for successful UAT by TPA.
- Supplies may be subject to inspection to ensure whether they conform to the specifications. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) etc. and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.

b. Rate Contract for network LAN work

The selected bidder shall be required to conduct the survey, design the network, lay OFC / Ethernet LAN cables / electrical cables etc. at the selected location (Govt. organisations/departments) upto **Gram Panchayat level** and carry out all the activities to put the LAN infrastructure through. The bidder has to:

- a. Lay Structured LAN cabling in the selected buildings as per requirement.
- b. Extend electrical cable & install electrical switches/sockets.
- c. Install Rack, UPS, Switch, Router OR other network equipment.
- d. Lay new OFC through PLB/PVC etc. conduit or extend existing OFC of RajNET as per site requirement and Splicing, Termination, Commissioning of intra campus OFC links.
- e. The Successful bidder has to ensure that the installed network equipment like Switches/End points (access point) etc. which are to be connected in LAN are reflected in the network monitoring system deployed by DoIT&C/RISL.
- f. Conduiting/Wiring/Fixing of Modular accessories for electrical wiring to supply electric power to LAN points.

1. Survey of Sites/locations and preparing of Final Design Document:

The Selected bidder, when awarded the work order shall do the following activities:

- a. The Bidder is required to carry out the survey of the assigned sites/locations ordered by DoIT&C/RISL on time to time basis in consultation with respective department and submit the duly signed report to RISL within specified time frame. The scope of work, deliverables and timelines shall depend upon the specific work to be done and which will be specified in the work order.
- b. The Survey report should include the Line diagram & Network design of the sites and listing of all the components, route, type of cable etc and submit the same to the DoIT&C/RISL for approval. The Selected bidder shall indicate the location for installing Network Racks and UPS, Route marking for fibre cable & Marking of locations where additional protection is required in the site survey.



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- c. The Selected bidder shall incorporate the changes (if any) as suggested by DoIT&C/RISL and submit a final site survey report.
- d. On the basis of the final survey reports, Routes/points for Network and Electrical Switches/cable laying shall be approved by DoIT&C/RISL officials and written approval shall be given for laying the LAN network and Electrical/Fiber cabling.
- e. Should co-ordinate with local DoIT&C/RISL/Nodal Officers and all the required Stakeholders to resolve any issues related to project.
- f. SI shall ensure that no damage is caused to the premises and property and to restore the property, wherever required, at no cost to purchaser, if any damage occurs.

2. Installation, Integration and Commissioning of the Local Area Network

The Selected bidder, when awarded the work order shall

- a. Design and Commission the Local Area Network with following features:
 - Network Points shall be marked using proper labels on the faceplates, I/O Boxes, Patch Panels.
 - The Selected bidder shall properly deploy the patch panels, I/O boxes, plates, etc. as per the OEM standard practice.
 - OFC/Electrical/LAN cables shall be routed with or without proper casing or conduits as per requirement specified in the work order.
 - The Selected bidder shall ensure that all the cabling should be done in proper weather proof casing, in case, the cable needs to be commissioned outdoor.
- b. Lay LAN cable, OFC, Electrical cable, network points and other required items as given in the work order at the designated locations. This shall include structured Laying, Crimping, and Termination cabling, passive components of LAN at various departments/locations.
- c. Obtaining all the statutory and regulatory approvals, if required, for the project implementation.
- d. Laying of Flexible Unarmored indoor OFC through Conduits for in-campus work.
 - Join all the Fibers at all locations and test for end to end connectivity including splicing, termination etc.
 - The bidder would be required to lay the OFC cable in casing & fixing of ISI marked PVC conduit pipes having diameter of minimum 20mm where OFC is to be laid within a Campus/building to connect different offices/Switches.
 - The required Jointing kit, Splicing machine, OTDR, Optical talk set, Tool kit etc. and also any additional accessories required at site shall be arranged by SI.
 - Supply & Installation of Fibre, pigtail, patch cord and termination at Network.
 - Supply & Installation of LIU/Fibre Patch Panel/Fibre Distribution Frame at both the ends along with splicing of all cores and pig tailing at termination point.
 - Supply & Installation and commissioning of Media Converters (optical to Ethernet) with patch cord, where ever required.



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- Supply & Installation of any other item required for successful commissioning of end to end OFC Network.
- e. Prepare Network Diagrams of the commissioned network, in consultation with DoIT&C/RISL. Network diagrams prepared by the bidder shall have following:
 - Detailed network design of the site showing the deployment of switches, network points and racks
 - Location of LAN Nodes, its interface with the switches.
 - Electrical cable diagram along with location of Switches/MCB.
- f. Obtain installation certificate (Sign-Off) at all the delivery / implementation locations from the respective nodal /designated officer from the respective Line Departments along with quantity details.
- g. Documentation - Successful bidder should submit following deliverables:
 - Delivery challans and installation certificate from respective department nodal offices.
 - Shall submit a detailed Network Design Report containing following
 - Test Report for installation & commissioning.
 - On receipt of these documents, the entire LAN infrastructure would be deemed to have been commissioned and UAT letter shall be issued. On receipt of UAT letter the bidder may raise the invoices.
- h. UAT (User Acceptance Test)
 - Quantity of items supplied and installation reports duly signed by the respective nodal /designated officer.
 - Test Report for OFC/LAN cabling signed by the respective nodal /designated officer.
 - RISL may authorize Third Party Auditor (TPA) for UAT of the work.

3. Responsibilities of the User Department

- a. Provide selected bidder/ system integrator access to premises of its Department
- b. Provide support to System Integrator/ selected bidder in getting approvals for digging and laying the cable/fiber wherever applicable.
- c. Conduct periodic meetings with the Selected bidder and monitor the progress of the project
- d. Highlight/ Escalate the issues/ risks in the project and resolve and mitigate the issues/ risks
- e. Review and approve project deliverables as given in the RFP.

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



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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.

- 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.
- 5) Separate work order shall be given for shifting of the office and the shifting charges shall be paid as per the commercial bid. Safe transportation of the equipment from one location to other is the responsibility of the bidder. Any damages or faulty equipment need to be change by successful bidder, no extra charge shall be paid by RISL for the same.

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.



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 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 Network Equipment

S. No.	Scope of Work	Deliverables	Timelines	Payment Terms
1.	Supply, Installation and Maintenance of equipment as per the BoM (Annexure-1)	<ul style="list-style-type: none"> •Delivery Challan •Invoice Copy •Installation Report & UAT •Warranty certificate issued by respective OEMs(where MAF required) or AMC certificate issued by respective Bidder(where MAF not required) for each hardware/ Software. 	1.Without Switches: T+60 Days 2.With L3/L2 Switches: T+ 90 Days (In Case Connectivity provided by ISP,will be communicated to bidder at the time of PO) 3. With L3/L2 Switches: T+150 Days(In Case Connectivity provided on those sites with Department's OFC ,will be communicated to	90% of total work order value and remaining 10% in equated installment yearly



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			bidder at the time of PO)	
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b. For LAN Work

SN	Project activity	Deliverables	Timelines	Payment
1	Completion of Survey and preparation of Final Design Document/Survey report of Site/Location detailed in SoW.	Final Survey report/Design document	T+2 Weeks	NIL
2	Installation and Commissioning of IT infrastructure & cabling as detailed in SoW.	Inventory Details/Delivery Challan, Installation Report, User Acceptance Report, Network Design Report	T+6 Weeks	90% of the actual installed value (including cost of establishing LAN/works as per actuals).Remaining 10% on satisfactory report from OIC after end of warranty.

***Note : If any particular PO has only LAN work for any site, in that case above SLA timelines work. In case of site has network equipment than timeline would be applicable as per above table (Please refer “a. For Network Equipment).**

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. 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 Rajsthan. 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.



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- f) All remittance charges will be borne by the supplier/ selected bidder.
- 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-20	
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		



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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	Undertaking of Authenticity of Equipment	As per Annexure-8 (PDF) [On non-judicial stamp paper of Rs. 100]	
17	Components Offered + Technical Specifications compliance sheet for all items only on OEM Letter Head	As per Annexure-09 + As per Annexure-2 along with datasheet {Compliance sheet as per Annexure 2 from OEM of the product and bidders both.}	
18	Other documents	All other Annexures-1,3,.. etc., duly filled (as required) and signed	
19	Covering Letter of Financial bid*	As per Annexure-12 (PDF)	
20	Certificate Of Conformity/ No Deviation By OEM	As per Annexure-18 (Scanned copy)	
<p>*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.</p>			

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 in the "Annexure-09: Components Offered".

8) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in any of the following cases, namely: -
- when the bidder withdraws or modifies its bid after opening of bids;
 - when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;



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- 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.



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- 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 selection method is Least Cost Based Selection (LCBS or L1). One Lowest evaluated technically responsive bidder shall be selected for award of contract on cumulative total amount of all the BOQs per his financial bids.

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.
- 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



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- 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.



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- 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



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- 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 2.5%, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% 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 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.



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- 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 Draft, 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.
- 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;



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- 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.



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- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (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:
- 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.
 - 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.
 - 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:
- 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.
 - 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:
- 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.
 - On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - hear all the parties to appeal present before him/her; and
 - peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - 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.
 - 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.



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- 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.



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- 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



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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



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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



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- 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 (as per Annexure-8) 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) with comprehensive on-site valid warranty for the period of as mentioned in Technical Specification (Annexure –2). And all other items (including passive components) where warranty period not mentioned, are to be supplied with 3 years on site warranty/ maintenance.**
- 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the 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 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



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- 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 Network Equipment:

1. SLA Objectives

Successful bidder shall provide services as per SLA matrix, which defines maximum acceptable response as well as rectification time for resolving the problem.

2. SLA Duration

Timings : 24x7

3. SLA Matrix

The Successful bidder shall provide the required services as per SLA matrix given below:-



SLA Matrix		
Category	Severity Level	Max. Rectification Time
In Case of faulty Hardware replacement/ Other than hardware replacement	1	Two Day

Downtime shall starts from the date and time of reporting of problem to Helpdesk or identified by the Successful bidder. Penalty shall start after 1 Business Day from reporting of fault.

4. Planned Down Time:

- (i) The Successful bidder has to seek prior approval from the purchaser/ designated agency for the planned downtime required, if any.
- (ii) The planned downtime would not be added to the SLA downtime.

5. SLA Severity Levels Defined

The severity level of each component defines by its importance in the infrastructure and its impact in case of failure as detailed below.

- (i) **Severity Level-1** : All components will be covered under severity level 1 are as under-
 - All Equipment Mentioned in RFP

6. SLA for the Hardware component

Sr. No.	Performance Indicator	Service Level Metric	Penalty on breach of Service Level
1.	Onsite warranty Support	The successful bidder will provide on-site warranty support as specified in RFP for all hardware parts supplied by the bidder. If any part/component is found defective during the contract period, the successful Bidder shall repair/ replace the defective device Next Business Day of complaint received from Purchaser.	As mentioned in Penalty for non-achievement of Service Level Requirements
2.	Replacement due to repeated failure	If, during the warranty period, any equipment has any failure on two or more occasions.	It shall be replaced by equivalent new equipment / by the successful bidder at no cost to the Purchaser.

7. Penalty for non-achievement of Service Level Requirements



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- (i) A penalty on non-achievement of SLA requirements would be levied as per following table:

S. no.	Category	Downtime of equipments (As mentioned in RFP)	Penalty
1.	In Case of faulty Hardware replacement/ Other than hardware replacement	Up to Next Two Day	Nil
		More than Two Days	2% of Device Cost Per Day, Up to maximum of device cost.

Note:-The Downtime would be calculated for each item from the time ticket through NMS or by raising ticket on OEM / SI portal.

SLA for LAN Work:

1. Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
2. The service level shall be tracked on a periodic basis i.e. quarterly and have penalty clauses on non-adherence to any of them. The bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

A. Delay in Time for LAN Connectivity work:-

S. No.		Measurement Parameter	Service Level	Penalty
1	In case PO has only LAN work for site	Delay in time for providing Final Survey report to DoIT&C/RISL	Beyond T+2 weeks from the issue of survey	Rs.2500 per day



			work order	
2	In case PO has only LAN work for site	Delay in time for installation of required IT Infrastructure at government office/premises/GPs	Beyond T+6 weeks from the issue of work order	As per RFP Clause 7.28
3	In case PO has LAN work along with network equipment for site	Delay in time for installation of required IT Infrastructure at government office/premises/GPs	Beyond Timeline applicable as per clause 5.2	As per RFP Clause 7.28
4	In case PO has LAN work along with network equipment for site			

3. The maximum total penalty in any event shall not be more than 25% of the total amount due for the event. Imposition of maximum penalty for continuous 2 events shall be treated as non-performance and beyond which the tendering authority may terminate the contract and forfeit the PSD.
4. SI has to provide Escalation Matrix with the Name, Contact Number and E-mail id with responsibilities. Successful bidder needs to share revised list of Contacts in case of any changes to avoid SLAs.

Change Requests/Management:

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

- a) RISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
 - ✓ Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
 - ✓ The method of deployment, shipping or packing.
 - ✓ Schedule for Installation Acceptance.
 - ✓ The place of delivery and/or the services to be provided by the bidder.
- b) The change request/ management procedure will follow the following steps: -
 - ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
 - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
 - ✓ Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources



- irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
- ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
 - ✓ Verification of the change - The change will be verified by RISL on implementation of the change request.
- c) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- d) While approving any change request, if required, RISL may ask the bidder to deploy the required resources on-site.
- e) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RISL change order which shall not be unreasonably withheld or delayed.

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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) 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.
- c) The personnel will be deployed exclusively for the Rajasthan Network project and cannot be shared by the bidder for other purposes.
- d) 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.
- e) The Project Manager should necessarily 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.

1) 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)

Network Equipments, LAN Work & Site Shifting (Rate Contract):

Item No.	Item	Qty.	MAF Required
1.	6U Wall Mount indoor Network Rack	3300	Yes
2.	1 KVA UPS	3300	Yes
3.	Universal SFP	1000	Yes
4.	L3 Switch	500	Yes
5.	L2 Switch (with 2 SFP port)	2800	Yes
6.	Earthing	3300	No
7.	Cat 6 Ethernet cable in casing and conduiting (with laying) (in meters)	200000	Yes
8.	Information Outlet with surface mount box, face plates, back box for single IO	2000	Yes
9.	Shifting of site equipments & connectivity	500	No
10.	1 KVA UPS – AMC(5 years)	4000	No

Note: The payment shall be done as per actual.



ANNEXURE-2: TECHNICAL SPECIFICATIONS

Bidder/SI/SP should ensure that all the software, hardware, peripherals, accessories, sub-components required for the functionality and completeness of the solution, including devices, equipment, accessories, patch cords (copper / fiber), cables, software, licenses, development / testing kits, tools, etc. should also be provisioned according to the requirements of the solution. Also, any additional components, sub-components, assemblies, sub-assemblies that may be required to meet the desired performance requirements will have to be provisioned by the SI at no additional cost.

General Specification

1. All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.
2. The bidder is required to submit the technical compliance statement for each item on the respective OEM's letter-head duly signed by both OEM and Bidder. The same should be required to submit on Bidder's letter-head also. Bidder has to quote/ propose only one make/ model against the respective item.

Item No. 1: - 6U Wall Mount indoor Network Rack

SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
1	Make Offered				
2	Model Offered				
3	Height	6 U usable space for 19" equipment's			
4	Type	Single Section Wall mount rack			
5	Wire managers	One horizontal			
6	Power distribution	(4 points – 5Amp sockets and 2 points – 15Amps sockets) power distribution Indian round pin			
7	Door	Front Toughned glass door of thickness 4mm with lock and key			
8	Fan trays	Cooling fans with finger guards certificate of 36000 running hours to be provided by OEM'S.			
9	Metal	Aluminum/Steel/CRCA sheet metal duly powder coated with 80 microns			
10	Side panels	Detachable/ non-detachable side panels			
11	Width x Depth	600mm * 600 mm			
12	Certifications	Rack should be from ISO 9001:2008 & ISO14001:2004 & 18001:2007 Certified Company & UL Listed. Should be ROHS certified.			
13	Standards	Rack should Conform to DIN 41494 or Equivalent EIA /ISO / EN Standard.			



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SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
14	Warranty	Rack should carry 3 years warranty			
15	Make	Product should be Make in India			

Item No. 2: - 1 KVA UPS

SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
1	Make offered				
2	Model offered				
3	UPS Capacity in KVA	1 KVA UPS System with true Online double conversion VFI technology. High Frequency PWM using IGBT technology. 1 KVA Online UPS with inbuilt Isolation Transformer with SPD/TVSS module. Battery must be inbuilt within UPS cabinet			
	Input				
4	Nominal input voltage	160-280 V (single phase)			
5	Input frequency	50 Hz +/- 3 Hz			
	Output				
6	Output power capacity (VA)	1000 VA			
7	Power factor	0.8			
8	Output power capacity (W)	800 W at 1 pf			
9	Nominal output voltage	230 V (single phase)			
10	Output voltage distortion	less than +/- 5% at full load			
11	Output frequency	47 to 53 Hz			
12	Crest factor	03:01			
13	Waveform type	Pure sine wave			
14	UPS Warranty	3 years			
	Batteries				
15	Battery type	Sealed maintenance free VRLA type provided with battery stand			
16	Battery Make	Exide/ Amar Raja/ Panasonic/ Numeric/ HBL/ Amaron/ Okaya			
17	VAH Required in each battery set	Min. 1512			



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SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
18	Battery Warranty	3 years			
19	Battery charging time	10 to 12 Hrs.			
20	Charger capacity	Minimum 10% of battery AH			
21	Overall Efficiency	80%			
22	Cold Start capability	Required			
23	Generator compatibility	To provide Clean uninterrupted power when Generator is used.			
24	LED /LCD display	A) Online			
		B) On Battery			
		C) Fault			
25	Alarms	A) On battery			
		B) Low battery			
		C) Battery Fault			
	Environmental				
	Operating Temperature	0 to 40 degree Celsius			
26	Humidity	95% non-Condensing at 40deg.C			
27	Approvals and Test reports	1. CE/ IEC 62040-1/ IEC 62040-2 compliant UPS 2. BIS Certificate 3. Test report issued from the central Govt Laboratory viz ETDC(STQC)/CPRI/ERTL			
	Protections				
28	Protection	The unit should trip and protect the UPS beyond upper range of nominal input voltage (Over Voltage Protection)			
29	Make	Product should be Make in India			

Item No. 3: - Universal SFP

SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
1	Make Offered				
2	Model Offered				
3	Type	Gigabit Ethernet, Single Mode Fiber Transceiver Compatible with SFP MSA			



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SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
4	Data Rate	Minimum 1 Gbps,			
5	Path Length	Minimum 10 Kilometer			
6	Wave Length	1310nm			
7	Operating Temperature	-10° C to + 60° C			
8	Standard Compliance	IEEE 802.3, ITU-T G.652, SFF-8472, EN 60825-1			
9	Warranty	The product should have 5 year OEM comprehensive warranty.			

Item No. 4: - L 3 Switch

Particulars	Description of minimum requirement	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
Make Offered				
Model Offered				
1	<u>General</u>			
1.1	OEM should be in " Leaders Quadrant of latest Gartner's magic Quadrant for the Wired and wireless LAN access infrastructure 2021"			
2	<u>Architecture</u>			
2.1	Shall be 1RU, 19" Rack Mountable fully managed switch			
2.2	Should have 24 RJ-45 autosensing 10/100/1000 ports and separate 2*1Gbps Fiber based SFP Uplink ports populated with 1G single mode transceivers.			
2.3	The Gigabit SFP ports must support IEEE defined for 850nm, 1310nm and 1550nm pluggable optics.			
2.4	Should have 1 RJ-45 (serial RS-232C) or USB micro-B console port			
2.5	Should have minimum 2 GB RAM, 2 GB Flash			
2.6	Shall have switching capacity of 128 Gbps for providing non-blocking performance on all Gigabit ports			



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Particulars	Description of minimum requirement	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
2.7	Shall have up to 95 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports			
2.8	All necessary SFP's, interfaces, connectors, patch cords (if any) & licenses must be delivered along with the switch from day one			
2.9	Should support Non-blocking hardware architecture			
2.10	The switch should support Auto-MDIX to provide automatic adjustments for straight-through or crossover cables on all 10/100 and 10/100/1000 ports			
2.11	The switch should have PoE/PoE+ output and should have minimum 370 watt power.			
3	<u>Resiliency</u>			
3.1	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol			
3.2	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to eight links (ports) per group			
3.3	The switch should provide easy-to-configure link redundancy of active and standby links			
3.4	The Switch should support stacking or virtual switching fabric creation with stacking cable or standard optical fiber connectivity as per the requirements.			
4	<u>Layer 2 Features</u>			
4.1	MAC address table size of 16000 entries			
4.2	Shall support Jumbo frames to improve the performance of large data transfers			
4.3	Internet Group Management Protocol (IGMP)			
4.4	Multicast Listener Discovery (MLD) snooping			



Request for Proposal (RFP) for Network Equipments & LAN Infra under RajNET Project through Rate Contract (RC)

Particulars	Description of minimum requirement	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
4.5	IEEE 802.1AB Link Layer Discovery Protocol (LLDP)			
4.6	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6			
5	<u>Layer 3 Features</u>			
5.1	The switch should support DHCP server			
5.2	The switch should support minimum 256 static IP routing/1000 IPv4 routes			
5.3	The switch should support Routing Information Protocol (RIPv1, RIPv2, and RIPv6 routing)			
5.4	The switch should have to support OSPFv2 and OSPFv3 protocols for routing from day 1			
5.5	The switch should support IPv4 and IPv6 Routing from day one			
5.6	The switch should support Dual stack (IPV4 and IPV6) to transition from IPv4 to IPv6, supporting connectivity for both protocols.			
5.7	The switch should support IPV6 host to enable switches to be managed in an IPv6 network			
5.8	The switch should support ACL and QoS for IPv6 network traffic			
5.9	The switch should support static and RIPv6 protocols for IPV6			
6	<u>QoS and Security Features</u>			
6.1	Should have Access Control Lists for traffic filtering			
6.2	Source-port filtering or equivalent feature to allow only specified ports to communicate with each other			
6.3	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ			
6.4	Shall support traffic rate-limiting per port			



Request for Proposal (RFP) for Network Equipments & LAN Infra under RajNET Project through Rate Contract (RC)

Particulars	Description of minimum requirement	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
6.5	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port			
6.6	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address			
6.7	Web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant			
6.8	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port			
6.9	Port security to allow access only to specified MAC addresses			
6.10	MAC address lockout to prevent particular configured MAC addresses from connecting to the network			
6.11	STP BPDU port protection to prevent forged BPDU attacks			
6.12	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes			
6.13	The switch should support Traffic prioritization (IEEE 802.1p) to allows real-time traffic classification into eight priority levels mapped to eight queues			
6.14	The switch should support Layer 4 prioritization to enable prioritization based on TCP/UDP port numbers			
<u>7</u>	<u>Management Features</u>			
7.1	Configuration through the CLI, console, Telnet, SSH and browser-based management GUI (SSL)			
7.2	SNMPv1, v2, and v3 and Remote monitoring (RMON) support			
7.3	sFlow (RFC 3176) or equivalent for traffic analysis			
7.4	TFTP and Secure FTP support TFTP, FTP /Secure FTP/ Secure Copy support			
7.5	RADIUS/TACACS+ for switch security access administration			



Request for Proposal (RFP) for Network Equipments & LAN Infra under RajNET Project through Rate Contract (RC)

Particulars	Description of minimum requirement	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
7.6	Network Time Protocol (NTP) or equivalent support			
8	<u>Security</u>			
8.1	The switch should support IEEE 802.1X			
8.2	The switch should support MAC-based authentication			
8.3	The switch should support Access control lists (ACLs)			
8.4	The switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number			
8.5	The switch should support RADIUS/TACACS+			
8.6	The switch should support Secure shell			
8.7	The switch should support Secure Sockets Layer (SSL)			
8.8	The switch should support Port security using 802.1ae across all ports.			
8.9	TFTP, FTP /Secure FTP/ Secure Copy support			
8.10	The switch should support STP BPDU port protection			
8.11	Dynamic Host Configuration Protocol (DHCP) snooping			
8.12	Switch should support Dynamic ARP inspection (DAI)			
8.13	The switch should support STP root guard			
8.14	The switch should support Private VLAN or Port isolation or equivalent			
8.15	The switch should support IPv6 Guard, Source-Guard features			
9	<u>Environmental Features</u>			
9.1	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption			
9.2	Operating temperature of 0°C to 45°C			
9.3	The product should have 5 year OEM comprehensive warranty.			
10	Delivery Confirmation			



Item No. 5: - L2 Switch (with 2 SFP port)

Particulars	Description of minimum requirement	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
Make Offered				
Model Offered				
	<u>General</u>			
	OEM should be in " Leaders Quadrant of latest Gartner's magic Quadrant for the Wired and wireless LAN access infrastructure 2021"			
<u>1</u>	<u>Architecture</u>			
1.1	Shall be 1RU, 19" Rack Mountable fully managed switch			
1.2	16 Port Switch, have minimum 12 nos. 10/100/1000 Base-T ports and minimum 2 nos. of 1G SFP uplinks ports populated with 1G single mode transceivers.			
1.3	1 RJ-45 (serial RS-232C) or USB micro-B console port			
1.4	Switch should have minimum 2 GB RAM and 2 GB Flash			
1.5	Shall have switching capacity of 32 Gbps for providing non-blocking performance on all Gigabit ports			
1.6	Shall have up to 23.8 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports			
1.7	The switch should have 12 Port PoE/PoE+ output and should have minimum 138 watt power.			
<u>2</u>	<u>Resiliency</u>			



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2.1	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol			
2.2	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to eight links (ports) per group			
3	<u>Layer 2 Features</u>			
3.1	MAC address table size of 4000 entries			
3.2	Shall support Jumbo frames to improve the performance of large data transfers			
3.3	Internet Group Management Protocol (IGMP)			
3.4	Multicast Listener Discovery (MLD) snooping			
3.5	IEEE 802.1AB Link Layer Discovery Protocol (LLDP)			
3.6	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6			
4	<u>QoS and Security Features</u>			
4.1	Access Control Lists for traffic filtering			
4.2	Source-port filtering or equivalent feature to allow only specified ports to communicate with each other			
4.3	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ			
4.4	Shall support traffic rate-limiting per port			
4.5	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port			
4.6	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address			



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4.7	Web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant			
4.8	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port			
4.9	The switch should support Port security using MAC addresses. All the ports should also support 802.1ae.			
4.1	MAC address lockout to prevent particular configured MAC addresses from connecting to the network			
4.11	STP BPDU port protection to prevent forged BPDU attacks			
4.12	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes			
5	<u>Management Features</u>			
5.1	Configuration through the CLI, console, Telnet or SSHV2, SSH and browser-based management GUI (SSL)			
5.2	SNMPv1, v2, and v3 and Remote monitoring (RMON) support			
5.3	sFlow (RFC 3176) or equivalent for traffic analysis			
5.4	TFTP, FTP /Secure FTP/ Secure Copy support			
5.5	RADIUS/TACACS+ for switch security access administration			
5.6	Network Time Protocol (NTP) or equivalent support			
6	<u>Environmental Features</u>			
6.1	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption			
6.2	Operating temperature of 0°C to 45°C			
6.3	The product should have 5 year OEM comprehensive warranty.			



Item No. 6: - Earthing

SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached	
	Make Offered					
	Model Offered					
1	Earth Electrode	The material should have good electrical conductivity & should not corrode in a wide range of soil conditions.				
2		Mild Steel Electro galvanized bus bar of appropriate size should be welded/ bolted to earth electrode pipes or connected with the help of stainless steel nut bolts of appropriate size.				
3		The bus bar connection plate should have 3 holes of 12mm dia. placed at 50mm apart on either side (Total 6 holes) for connecting earth conductor complete with excavation, civil works, and cast iron covered with back fill compound.				
4		The voltage between Neutral & Earth should not exceed more than 2 volts.				
5		Electrode size – 3mtrs.				
6		Earth Enhancement Material (Back fill compound)	The material should be of superior conductive material so that it improves the earthing effectiveness especially in areas of poor conductivity such as rocky ground, sandy soil & areas of moisture variation.			
7			It shall be placed around earth electrode in the earth pit to improve the conductivity of earth electrode & ground contact area.			



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SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
8		The material shall be supplied in sealed moisture proof bags.			
9		These bags shall be marked with the name of the manufacturer or trade name, quantity, batch no., date of manufacture etc.			
10		It shall not depend on the continuous presence of water to maintain its conductivity.			
11		Material shall be nontoxic, nonreactive, non-explosive & noncorrosive			
12	Temp. Range	0°C to 60°C			
13	Resistivity	Below 2 ohm at PoP rooms, HO sites, VSAT remote locations & terrestrial link locations			
14	Moisture	Retain more than 10% moisture at 105°C			
15	Material Type	Should be a little alkaline in nature with pH value of > 7 & < 9			
16		Material shall not decompose or leach out with time			
17	Environment	It shall not pollute the soil or local water table & shall meet environmental friendly requirement for landfill.			
18	Pit Cover	Cement/PVC Removable Cover			
19	Standards	IS: 3043/ 1987			
20	Certification	OEM certificates should be provided for verification of specifications/parameters.			

Item No.7: - Cat 6 Ethernet Cable in casing and conduiting (with laying)

SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
1	Make Offered				
2	Model Offered				



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SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached	
3	Features	Unshielded Twisted Pair, Category 6, TIA / EIA 568-C.2: (UL certificate should be submitted for CM/CMR rating) 23 AWG solid bare copper conductor				
4		Polyethylene insulation/FRPVC, CM/CMR/FRPVC rated jacket as per UL 1666 or IEC 60332-3				
5		Cross- member/ fluted member pair separator, ETL or 3P tested for TIA/EIA-568C.2, 3P, (ETL report should be submitted)				
6		-10 Deg. C to +60 Deg. C operating temperature, Frequency tested up to Minimum 250 MHz				
7		Box of 305/500 meters Packing, 45ns MAX. Delay Skew, 100 Ohms +/- 15 ohms for 1 to 250 MHz				
8		Impedance, Pair- to- pair and PS NEXT, ELFEXT and PSELFEXT, Return Loss, ACR and PS ACR Performance characteristics to be provided				
9		Attenuation(dB/100m) - 32.8MAX. At 250MHz				
10		ISI Mark PVC 10 mm Conduits (in Mtr.)	PVC conduit/ casing 10 mm ISI mark including all accessories			
11		Make	Product should be Make in India			



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SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
12	Warranty	Should carry 3 year warranty			

Item No. 8: - Information Outlet with surface mount box, face plates, back box for single IO

SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached	
1	Make Offered					
2	Model Offered					
3	I/O with Surface Mount Box Features	Should meet for exceed the TIA/EIA-568-C.2 Component Compliant (1Gigabit) standard				
4		Surface mount box with single RJ45 socket to terminate UTP CAT 6 Cable				
5		Accessories Strain relief and bend-limiting boot for patch cord, Approval UL or ETL or 3P				
6		Housing Polyphenylene oxide, 94V-0 rated Wiring blocks Polycarbonate, 94V-0 rated				
7		Jack contacts : Beryllium copper/ phosphor bronze with thick gold and minimum thick nickel under plate, Performance Characteristics Attenuation, NEXT, PS NEXT, FEXT and Return Loss, IDC Contact: 0.4. mm Phosphor bronze over 100micron tin plating				
8		Provision for protection against dust				
9		ROHS Compliant , 3rd party from bodies like ETL verified (ETL connector channel report should be submitted)				
10		Faceplate Features	Single Gang square plate, 86 mmX 86mm or higher			
11			1-port with shutter , High Impact Plastic Body ABS material			
12			Write on labels– supplied with plate			



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SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
13		Screw hole covers – to be supplied with plate			
14		Plug in Icons –to be supplied with plate			
15		Provisions for labeling icons and strips			
16	Make	Product should be Make in India			
17	Warranty	Should carry 3 year warranty			

Item No. 10: - 1 KVA UPS – AMC (5 years)

SNo.	Particulars	Minimum Specifications	Compliance (Yes/No)	Deviations, if Any	Pg. No. of specs attached
1	Make	Emerson			
2	Model	1 KVA-GXT MT+ Liebert			
3	AMC	AMC : Should provide for 5 years AMC needs to provide only for UPS. AMC need not to provide for batteries.			



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) or Equivalent. 2. Fluency in English/ Hindi 3. 8+ years of post-qualification work experience in deployment of network infrastructure/ project management/Tele com.	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	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:

- 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.

DRAFT RFP



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: MANUFACTURER'S AUTHORIZATION FORM (MAF)

(Indicative Format, to be filled by OEM & submitted on OEM's Letter Head only)

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur-302016 (Raj.)

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

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

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

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above for 3/5 Years.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 3 years from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 3 years from the date of bid submission.

We hereby confirm that we have direct back-to-back service support agreement with the bidder for the duration as per RFP. DoIT&C/RISL/Bidder/ GoR will be able to log a support ticket directly to our helpdesk to get telephonic/remote support directly from us, as required.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:



ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS

{To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur-302016 (Raj.)

Reference: NIB No. : _____ Dated: _____

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

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

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

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the bidder.



ANNEXURE-09: COMPONENTS OFFERED – BOM

{To be filled by the bidder and submitted only on Letter Head duly signed by Auth. Sign.}

Please fill the following table for all components as mentioned in the Bill of Material and as quoted/ proposed by the bidder as a part of the overall solution. Also, please include the Compliance/ Deviation Sheet as per the details mentioned in the Chapter - Technical Specifications for all the components and for any other Item offered/ included as a part of the solution.

S.No.	Product Details (Only one make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1.		{Item No. xx}	
2.		{Item No. xx}	
N.		{Item No. xx}	

** Please attach Technical specifications compliance sheet (only on OEM's letter-head) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided in Annexure-2: Technical Specifications of this bidding document)



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:

DRAFT RFP



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:

DRAFT RFP



Request for Proposal (RFP) for Network Equipments & LAN Infra under RajNET Project through Rate Contract (RC)

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.	6U Wall Mount indoor Network Rack	Item1	3300	Nos			0.00	0.00
2.	1 KVA UPS							
2.01	1 KVA UPS(Without Battery)	Item2	3300	Nos			0.00	0.00
2.02	Battery used in 1 KVA UPS	Item2	3300	Nos			0.00	0.00
3.	Universal SFP	Item3	1000	Nos			0.00	0.00
4.	L3 Switch	Item4	500	Nos			0.00	0.00
5.	L2 Switch (with 2 SFP port)	Item5	2800	Nos			0.00	0.00
6.	Earthing	Item6	3300	Nos			0.00	0.00
7.	Cat 6 Ethernet cable in casing and conduiting (with laying) (in meters)	Item7	200000	Nos			0.00	0.00
8.	Information Outlet with surface mount box, face plates, back box for single IO	Item8	2000	Nos			0.00	0.00
9.	Shifting of site equipments & connectivity	Item9	500	Nos			0.00	0.00
10.	1 KVA UPS- AMC (5 years)	Item10	4000	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



Request for Proposal (RFP) for Network Equipments & LAN Infra under RajNET Project through Rate Contract (RC)

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



ANNEXURE-17: UNDERTAKING FOR OFFICE SETUP

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur-302016 (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-18: CERTIFICATE OF CONFORMITY/ NO DEVIATION BY OEM

{To be filled by the OEM}

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur-302016 (Raj.)
NIB Ref No. _____

CERTIFICATE

I/We, (name and address of the manufacturer) are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing locations) do hereby certify that, the specifications of Items (Hardware & Software) as mentioned below:

- 1.
- 2.
- 3.

are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the required specification. These items are being quoted by M/s. _____, in compliance to the Technical Specifications mentioned under item no. _____, of RFP.

I/We assure that our equipment/ software will be supported and freely upgraded during the entire Contract/ Project period.

Further, to certify that these items comply with Period of end of sale, Period of end of service and Period of back to back support, updates and patches as specified in RFP.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, I/we hereby submit our token of compliance of above mentioned items and clauses of RFP without any deviations.

Thanking you,

Name of the OEM: -

Authorised Signatory: -

Seal & Sign of the Organization: -

Date:

Place:



ANNEXURE-19: 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-302016 (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: _____



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ANNEXURE-20: 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: _____

DRAFT RFP



ANNEXURE-21: 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.]