

2024

RajCOMP Info Services Limited (RISL)

**RFP for Rate Contract for Design, Laying, Testing,
Commissioning and Maintenance Optical Fibre
Cable in State of Rajasthan (e-Tendering).**



Table of Contents

ABBREVIATIONS & DEFINITIONS	6
1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)	10
2. PROJECT PROFILE	12
3. QUALIFICATION/ ELIGIBILITY CRITERIA	13
4. SCOPE OF WORK, DELIVERABLES & TIMELINES	15
1) <i>Details of Work (SoW)</i>	15
1.1. <i>Survey and Network Design</i>	18
1.2. <i>OFC Laying Practices</i>	19
1.3. <i>User Acceptance Test (UAT)</i>	26
1.4. <i>Link Commissioning</i>	27
1.5. <i>Maintenance</i>	28
1.6. <i>Safety Precautions</i>	29
1.7. <i>Project Deliverables, Milestones, Payment & Time Schedule</i>	29
5. INSTRUCTION TO BIDDERS (ITB)	33
1) <i>Sale of Bidding/ Tender Documents</i>	33
3) <i>Changes in the Bidding Document</i>	33
4) <i>Period of Validity of Bids</i>	34
5) <i>Format and Signing of Bids</i>	34
6) <i>Documents</i>	35
7) <i>Cost & Language of Bidding</i>	35
8) <i>Alternative/ Multiple Bids</i>	35
9) <i>Bid Security</i>	35
10) <i>Deadline for the submission of Bids</i>	36
11) <i>Withdrawal, Substitution, and Modification of Bids</i>	37
12) <i>Opening of Bids</i>	37
13) <i>Selection Method</i>	38
14) <i>Clarification of Bids</i>	38
15) <i>Evaluation & Tabulation of Technical Bids</i>	38
16) <i>Evaluation & Tabulation of Financial Bids</i>	40
17) <i>Correction of Arithmetic Errors in Financial Bids</i>	40
18) <i>Price/ purchase preference in evaluation</i>	40
19) <i>Negotiations</i>	41
20) <i>Exclusion of Bids/ Disqualification</i>	41
21) <i>Lack of competition</i>	42
22) <i>Acceptance of the successful Bid and award of contract</i>	42
23) <i>Information and publication of award</i>	43
24) <i>Procuring entity's right to accept or reject any or all Bids</i>	43

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

25)	Right to vary quantity	43
26)	Performance Security	43
27)	Additional Performance Security	45
28)	Execution of agreement	45
29)	Confidentiality	46
30)	Cancellation of procurement process	46
31)	Code of Integrity for Bidders	46
32)	Interference with Procurement Process	47
33)	Appeals	48
34)	Stay of procurement proceedings	49
35)	Vexatious Appeals & Complaints	49
36)	Offenses by Firms/ Companies	49
37)	Debarment from Bidding	50
38)	Monitoring of Contract	50
6.	GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	52
	1) <i>Definitions</i>	52
	2) <i>Contract Documents</i>	53
	3) <i>Interpretation</i>	53
	4) <i>Language</i>	53
	5) <i>Joint Venture, Consortium or Association</i>	53
	6) <i>Eligible Goods and Related Services</i>	53
	7) <i>Notices</i>	54
	8) <i>Governing Law</i>	54
	9) <i>Scope of Supply</i>	54
	10) <i>Delivery & Installation</i>	54
	11) <i>Supplier's/ Selected Bidder(s)'s Responsibilities</i>	55
	12) <i>Purchaser's Responsibilities</i>	55
	13) <i>Contract Price</i>	55
	14) <i>Recoveries from Supplier/ Selected Bidder(s)</i>	55
	15) <i>Taxes & Duties</i>	55
	16) <i>Confidential Information</i>	56
	17) <i>Sub-contracting</i>	56
	18) <i>Specifications and Standards</i>	57
	19) <i>Packing and Documents</i>	57
	20) <i>Insurance</i>	58
	21) <i>Transportation</i>	58
	22) <i>Inspection</i>	58
	23) <i>Samples</i>	58

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

24) <i>Drawl of Samples</i>	59
25) <i>Testing charges</i>	59
26) <i>Rejection</i>	59
27) <i>Extension in Delivery Period and Liquidated Damages (LD)</i>	59
28) <i>Authenticity of Equipment</i>	61
29) <i>Patent Indemnity</i>	61
30) <i>Limitation of Liability</i>	62
31) <i>Force Majeure</i>	62
32) <i>Change Orders and Contract Amendments</i>	63
33) <i>Termination</i>	63
34) <i>Exit Management</i>	64
35) <i>Settlement of Disputes</i>	68
7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	69
1) <i>Verification of Eligibility documents by RISL</i>	69
2) <i>Service Level Standards/ Requirements/ Agreement</i>	69
3) <i>Change Requests/ Management</i>	71
ANNEXURE-1: BILL OF MATERIAL (BoM)	73
ANNEXURE-2: TECHNICAL SPECIFICATIONS	75
ANNEXURE-3: PRE-BID QUERIES FORMAT {TO BE FILLED BY THE BIDDER}	85
ANNEXURE-4: BIDDER(S)'S AUTHORIZATION CERTIFICATE	86
ANNEXURE-5: SELF-DECLARATION	87
ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION	88
ANNEXURE-7: MANUFACTURER'S AUTHORIZATION FORM (MAF) {TO BE FILLED, SEAL AND SIGNED BY THE OEMs ON OEM LETTERHEAD} (INDICATIVE FORMAT)	90
ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF SYSTEME HARDWARE	92
ANNEXURE-9: COMPONENTS OFFERED–BOM	93
ANNEXURE-10: BANK GUARANTEEFORMAT {TO BE SUBMITTED BY THE BIDDER'S BANK}	94
ANNEXURE-11: DRAFT AGREEMENT FORMAT	99
ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPPP ACT, 2012	102
ANNEXURE-13: COVERING LETTER – TECHNICAL BID (TO BE SUBMITTED ONLY ON LETTER HEAD DULY SIGNED BY AUTH. SIGN.)	103
ANNEXURE-14: FINANCIAL BID COVER LETTER & FORMAT (TO BE SUBMITTED ONLY ON LETTER HEAD DULY SIGNED BY AUTH. SIGN.)	105
ANNEXURE-16: DIVISION WISE DETAILS OF NEW OFC WORK (ESTIMATED)	111

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Cable Network in State of Rajasthan on turnkey basis through Open Competitive Bidding (e-Tendering).

Reference No: F4.6(411)/RISL/Tech/2024/5235

Dated: 07-10-2024

Unique Bid No : RIS2425GLOB00046

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)
Last Date & Time of Submission of Bid	21-11-2024 at 4:00PM
Date & Time for Opening of Technical Bid	<ul style="list-style-type: none">• Date: 21-11-2024• Time: 5:00 PM

Bidding document fee: Rs. 5,000/- (Rupees Five Thousand Only)

RISL Processing Fee: Rs. 2500/- (Rupees Two thousand Five Hundred 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)

First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)

Web: <http://risl.rajasthan.gov.in>

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The Bidder(s)'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/ eBid	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(s) for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder(s)	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
BoM	Bill of Material
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(s) concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order. The Contract shall be valid for a period of 3 Years for Operations & Maintenance Services after commissioning of the work order/route.
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.
DWC Ducts	Double Walled Corrugated Ducts

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
GI pipe	Galvanized Iron Pipe
Go/ 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
HDPE	High Density Polyethylene
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 Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LIU	The LIUs (light interface units) are used for routing, terminating and managing optical cable terminations.
LoI	Letter of Intent
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
OEM	Original Equipment Manufacturer
OFC	Optical Fibre Cable
PAN	Permanent Account Number

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PoP	Point of Presence
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement 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(s)) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RCC	Reinforced Cement concrete
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
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.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardisation Testing and Quality Certification, Govt. of India

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TEC	Telecom Engineering Centre, DoT
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

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

Reference No.: F4.6(411)/RISL/Tech/2024/5235

Date: 07-10-2024

Unique Bid number: RIS24256LOB00046

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Veerendra Kumar Jain Designation: General Manager (T), RISL Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: veerendra.risl@rajasthan.gov.in
Subject Matter of Procurement	RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).
Bid Procedure	Single-stage: Two part (envelop) open competitive Bid procedure http://eproc.rajasthan.gov.in .
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.doitc.rajasthan.gov.in, http://risl.rajasthan.gov.in Bidding document fee: Rs. 5000/- (Rupees Five Thousand only) in 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	Rs 125.00 Cr. (Rs. One Hundred Twenty-Five Crore Only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): 2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date: 08-10-2024 at 5:00 PM End Date: 21-11-2024 at 4:00 PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date: 15-10-2024 Time: 11:00 AM Place: Board room, RISL, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan). Last date of submitting clarifications requests by the bidder: 15-10-2024 upto 5:00 PM Response to clarifications by procuring entity: 28-10.2024 at 5:00 PM
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at eProc website (http://eproc.rajasthan.gov.in) Start Date: 28-10-2024 at 5:00 PM End Date: 21-11-2024 at 4:00PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	From 28-10-2024, 5:00 PM to 21-11-2024, 3:30 PM
Date/ Time/ Place of Bid Opening	<ul style="list-style-type: none"> Date: 21-11-2024 Time: 5:00 PM Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders.
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to 3.30 p.m. on 15.06.2022, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	


Technical Director,
DoIT & C

2. PROJECT PROFILE

The Government of Rajasthan leverages Information & Communication Technology (ICT) not only as a tool for improving governance and employment opportunities, but also more significantly as a means to enhance the quality of life and bridging the socio-economic divide in the State. The State Government intends to make conscious efforts to see that benefits of IT/ ITeS in terms of employment generation and economic upliftment percolates to all sections of the society, particularly to those living in rural and remote areas.

In order to provide connectivity to various Camera/RF locations and Government offices and buildings, DoIT&C/RISL through this RFP, shall select Bidder(s), who shall be responsible for Design, Laying, Testing, Commissioning, Extension and Maintenance of Optical Cable Network (for period of 3 years) in State of Rajasthan and upto nearest RSWAN PoP, on turnkey basis through Open Competitive Bidding on Rate running contract (RRC) mode under RsWAN and RajNET project.

The rate for network design and OFC laying shall be affective for two years from the date of issue of Lol.

IF OFC laying work has not been started for any work order issued under the Lol after 60 days of expiry of the last date of Lol, that work order will be deemed cancelled.

Maintenance period shall be three years from the date of commissioning of each route. Maintenance charges, as agreed under this RFP, shall be payable for a period of three years, subject to SLA.

.

3. QUALIFICATION/ ELIGIBILITY CRITERIA

A. A Bidder(s) participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder(s) 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 (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the Bidder(s)) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Copy of valid Registration Certificates - Copy of Certificates of incorporation
2	Financial: Turnover	Average Annual Turnover of the Bidder(s) during last three financial years, i.e., from FY 2021-22, FY 2022-23, FY 2023-24 as per audited balance sheet should be at least Rs. 12 Crores.	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the Bidder(s), as on 31/03/2024, should be Positive.	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability	The Bidder(s) should have laid minimum 1000 Kms of OFC underground / Overhead or both after 1 st April, 2018, for any telecom service provider or Govt. Agencies in INDIA.	Work order + Work Completion Certificates from the client; OR Work Order + Phase Completion Certificate from the client
5	Tax registration	1. The Bidder(s) should have a registered GST IN 2. Income tax/Pan Number	Copies of certificates of registration
6	Mandatory Undertaking	Bidder(s) 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	A Self Certified letter as per Annexure-5: Self-Declaration

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

S. No.	Basic Requirement	Specific Requirements	Documents Required
		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.	

B. In addition to the provisions regarding the qualifications of the Bidders as set out in (1) above:-

- a. The procuring entity shall disqualify a Bidder(s) as per the provisions under “Clause: Exclusion of Bids / Disqualification in Chapter-6: ITB”; and
- b. The procuring entity may require a Bidder(s), who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such Bidder(s). The procuring entity shall disqualify any Bidder(s) that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each Bidder(s) requested to demonstrate its qualifications again as to whether or not the Bidder(s) has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

The OFC work is executed throughout the state of Rajasthan in any District and block within the Geographical boundary of Rajasthan. The bidder is also required to connect the CCTV Camera pole and Government offices or buildings to the nearest RSWAN PoP room by laying new OFC and also utilising existing OFC of RajNET.. For the new OFC being laid by the successful bidder, the bidder shall lay and maintain the same for 3 years from Go Live.

For successful implementation of the project, the Bidder(s) shall depute one Program Manager within 15 days of signing of agreement as single point of contact (SPOC) for RISL/DoIT&C during implementation phase of the project. Bidder(s) shall provide the contact numbers, e-mail id and other relevant details of the SPOC to RISL/DoIT&C. The Program Manager is not required to sit in RISL/DoIT&C premises.

The rate for network design and OFC laying shall be for two years from the date of issue of Lol.

1) Details of Work (SoW)

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

- Design of Optical Network
- Laying of OFC through H.D.D. (Horizontal Directional Drilling)
- Laying of OFC through Open Trenching/Molling
- Laying of OFC through Hammering/Chiselling
- Laying of OFC through PLB/PVC conduit
- Laying of Aerial OFC
- Splicing, Termination, Commissioning of OFC links
- Supply & Installation of all required materials
- Extension of existing laid network where and when required
- GIS Mapping and Route diagram and Route Detection in NMS
- Maintenance of Optical Network for 3 years.

The following is the brief of activities to be performed:

- a. The Bidder is required to carry out the normal preliminary feasibility survey and submit

- overlay access Network design indicating fibre route, type of cable etc. as required under clause "Network Design".
- b. The preliminary network design submitted by bidder shall be reviewed and Network design shall be finalized by RISL/DoIT&C in consultation with the bidder. The work order for OFC laying shall be issued by GoR/RISL official as per final Network design.
 - c. The bidder shall be required to lay the OFC through open trenching, HDD, Mini/micro trenching, Overhead OFC / HDPE ducts, PVC conduit and/or hammering and chiselling, as per the site requirement.
 - d. Supply of all material required for end-to-end solution including Supply and installation of Ethernet to fibre converters (wherever required).
 - e. **It is essential that the cable is laid after obtaining due permission from all the concerned authorities to avoid any damage which may result in disruption of services / revenue loss /security threat and shifting in near future due to their planned road widening works, this same is applicable for Aerial OFC laying. The firm has to coordinate, prepare documentation and shall obtain all reasonable demand notes, all land permits, permissions, NOC etc. with authorities for required ROW permission on behalf of RISL, any demand note for obtaining permission will be paid by RISL. RISL may seek proof of coordination (like letter/ email sent on behalf of RISL) from the firm with the respective authority. However, RISL will arrange to issue order to the relevent authority/authorities to expediate the permissions/NoC.**
 - f. OFC Cable may preferably be laid straight as far as possible along the road/path near the boundaries, away from the burrow pits.
 - g. The Optical Fibre Cable shall be laid through PLB HDPE Ducts buried at a nominal depth of 165 cms in normal strata and 120 cm in hard strata. Under compelling conditions/ genuine circumstances due to site constraints/ soil conditions, relaxation may be granted by the GoR/RISL official for excavation of trench to a depth lesser than 165 cm, however depth less than 60 cm may be permitted in exceptional cases. In such case, additional suitable protection as defined in the document shall be provided. For all cases of lesser depth, bidder must take prior written permission from DoIT&C/RISL officials.
 - h. Protection by R.C.C. Pipes/GI pipes and/or concreting/ chambering has to be provided to cable wherever the depth is less than 165 cms.
 - i. Fixing of GI pipes/troughs with clamps on culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, wherever necessary. Normally, RCC/DWC pipes shall be used and use of GI pipes shall be avoided. However, in case it is felt that GI pipe is unavoidable in certain circumstances this should be done with the prior approval of

GoR/RISL official.

- j. Laying Protection Pipes on Bridges and Culverts. In case trenching and pipe laying is not possible on the culverts, the pipes shall be laid on the surface of the culverts/bridges (with the proper protection) after due permission from the competent authority.
- k. Making mainhole/ jointing Chamber at every Cable pulling location for housing the OF Cable loop.(The length shall be as per RISL directions)
- l. Back filling and Dressing of the pits.
- m. Fixing of route Indicator/joint indicator, concreting and back filling of pits. Painting of route indicators with Brown colour and joint Indicator by Grey colour and sign writing denoting route/joint indicator number and marked as "RajNet-GoR".
- n. Installation of LIUs at both the ends and fibre termination. The cost of splicing in LIU must be included in cost of LIU installation and termination.
- o. Splicing of fibre in Joint closures and FTB/FDMS/LIU and tapping required no. of fibres from existing joint enclosures or making new joints with installation of new joint enclosures in run through OFC and exposing the existing cable by trenching & digging.
- p. The route of the fibre shall be mapped on GIS (Geographic Information System) available at RISL/DoIT&C. The mapping on RISL GIS platform will be done by RISL. The KMZ file shall be provided by the bidder for work completed against the work order. The Bidder(s) is required to submit latitude and longitude of every 100 meter of laid OFC, every joint chamber, every loop chamber, every termination point, every CCC pole, every route indicator, every turn and every road crossing etc.**
- q. Supply and termination of Fibre connectors wherever is required.
- r. Supply and installation of Ethernet to fibre converters
- s. End to end Testing & Submission of test results, OFC route diagrams.
- t. Maintenance of established optical overlay access network and meeting their SLA parameters.
- u. If it is found that the bidder has laid any additional duct/OFC other than ordered by RISL/DoIT&C, in the same trench at any point of time, this shall be treated as breach of trust and legal action shall be initiated against the bidder. RISL/DoIT&C shall have rights to forfeit the PBG, foreclose the tender and black list the bidder.**
- v. While trenching/HDD, the bidder should not cause damage to any underground installations belonging to other agencies and any damage caused should be made good at his/her own cost and expenses and the bidder shall be fully responsible for the same. The bidder shall be responsible to resolve all disputes including reimbursement of the damages without affecting the work.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- w. Supply & Installation of any other item required for successful commissioning of end-to-end OFC Network is the responsibility of the bidder without any additional cost.
- x. Any other activity required for successful commissioning of end to end OFC Network.
- y. **The back filling should be carried out promptly by the bidder, so as to avoid any harm to anybody. If the back filling is not possible on the same day, the dug area should be provided with adequate protection, so as to avoid any harm to anybody.**

1.1. **Survey and Network Design**

- a. The bidder is required to carry out the survey to connect the ordered sites.
- b. It is proposed to lay 24/48/96 fibre cables preferably in ring design along the main roads of respective District/Block/Municipal Town. There shall be multiple rings to cover the city/town.
- c. Fibres shall be dropped at various locations along the ring route like Main Circles, Govt. buildings, Public places etc.
- d. 24/12 fibre cables shall be laid from termination points of 96/48 fibre cables to cover nearby Circles, Govt. buildings, Public places etc.
- e. **The Network design should include:**
 - I. Route marking for fibre cable (96/48/24/12 core) along with alignment of cable on the Road.
 - II. The details of respective authority from where ROW permission is required.
 - III. The area details of respective authority (in Km.) to apply ROW permission along with marking on the survey diagram.
 - IV. The details of number of pits required.
 - V. The survey report should be dully sealed and signed from the respective DLO/BLO.
 - VI. The list of offices and camera poles proposed to be connected along with the node-to-node distance (in mtrs.).
 - VII. The latitude and longitude of each office and camera poles should be available in survey report.
 - VIII. The starting node details should be mentioned clearly in route diagram.
 - IX. The survey report should be having clear indication of railway crossing, NH crossing etc.
- f. The Survey should ensure to connect maximum possible sites falling on the proposed route, including Govt. of Rajasthan offices/Public places on a single route by physical patching of fibre Network.
- g. The Successful bidder is required to utilise existing OFC laid by DoIT&C/RISL to connect

maximum possible offices, details will be provided by RISL

- h. RISL shall provide details of existing route.
- i. The Network design should be submitted on the geographical Map of appropriate size preferably B1 or higher size along with KML file in soft copy.
- j. The Network shall be designed in a phased manner so as to cover the required area. The work orders may be issued in phased manner as per priority of the RISL/GoR.
- k. The survey report should include route map (vector landbase) with colour coding of different routes and category of respective cables and laying methods. However, the details of underground utilities, PLB pipes on each route, OFC joint location, chamber location, OFC drop/insert/termination location, additional protection details, laying practices (HDD/open trenching/micro trenching/ moling/chiseling/hammering conduits etc.) or any other relevant information, are required to be mentioned in the final report to be submitted, after execution of the work.
- l. On the basis of the final Network design/Survey reports/Routes of OFC cable laying shall be awarded by Govt. of Rajasthan/RISL officials and written approval shall be given for laying of OFC.

1.2. **OFC Laying Practices**

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

- i. Excavation of trench and laying of HDPE Duct through H.D.D. technique. The Optical Fibre Cable shall be laid through PLB HDPE Ducts buried at a nominal depth of 165 cms in normal strata and 120 cm in hard strata.
- ii. Back filling and dressing of the excavated trenches.
- iii. Blowing/pulling of Optical Fiber Cable with proper tools and accessories.
- iv. After completion of the work, The SI shall de-mobilize equipment and restore the work-site to original condition as per the guidelines of concerned Government authorities.

B. Laying of OFC through Open Trenching/Moling

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

- ii. The line-up of the trench must be such that OFC shall be laid in a straight line, both laterally as well as vertically except at locations where it has to necessarily take a bend because of change in the alignment or gradient of the trench.
- iii. The depth of the trench from top of the surface shall not be less than 165 cms unless otherwise relaxation is granted by competent authority in respective district under genuine circumstances.
- iv. When trenches are excavated in slopes, uneven ground, inclined portion, the lower edge shall be treated, as top surface of land and depth of trench will be measured accordingly.
- v. Water present in the trench at the time of laying the PLB HDPE Ducts shall be pumped out by the contractor before laying the pipes in the trench to ensure that no mud or water gets into the pipes, thus choking it. The Bidder shall be responsible for all necessary arrangements to remove or pump out water from trench, wherever required. The Bidder should survey the soil conditions encountered in the section and make his own assessment about dewatering arrangement that may be necessary. No extra payment shall be admissible for this.
- vi. Wherever the soil is hard due to dry weather conditions, if watering is to be done for wetting the soil to make it loose, the same shall be done by the Bidder. No extra payment shall be admissible for this.
- vii. No blasting shall be permitted. Generally such routes shall be rejected at the survey stage. However, the rocky/Hard surface is encountered during digging stage (and was not visually seen during survey), the maximum possible depth may be achieved by hammering/chiselling.
- viii. The contractor shall ensure that trenching and pipe laying activities are continuous, without leaving patches or portions incomplete in between. In case intermediate patches are left, measurement of the completed portions will be taken only after work in such left-over patches are also completed in all respects.
- ix. Preparatory to aligning the pipe for jointing, each length of the PLB HDPE Ducts shall be thoroughly cleaned to remove all sand, dust or any other debris that may clog, disturb or damage the optical fibre cable when it is pulled at a later stage. The ends of each pipe and inside of each Socket shall be thoroughly cleaned of any dirt or other foreign materials.
- x. The open ends of the pipes sections shall be tightly closed with end caps to prevent the entry of dirt/mud, water or any foreign matter into PLB HDPE Ducts.
- xi. Ends of the PLB HDPE Ducts at the manholes shall be sealed using end caps to the end caps to avoid choking of the pipes. In a similar manner, manholes shall be kept while approaching bridges, road crossings etc.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- xii. The charges for the moling shall be same as that of open trenching. The bidder should take decision of moling depending on the route condition.
- xiii. After completion of the work, the bidder shall de-mobilize equipment and restore the work-site to original condition as per the guidelines of concerned Government authorities.

C. Laying of OFC through chiseling and hammering/Micro trenching

- i. The bidder would be required to lay OFC cables through chiseling and hammering where OFC is to be laid within a Campus, having RCC or Bitumen surface, to connect different offices or along the main roads where HDD/Open Trench/Moling not permitted and approved by RISL.
- ii. The bidder shall be required to dig a slit of at least 6 inch deep and lay the HDPE pipe. The OFC shall be drawn through HDPE pipe thus laid.
- iii. The OFC shall be laid in straight line avoiding sharp turns.
- iv. The slit should be properly filled back using RCC mixture/Bitumin as per satisfaction of ROW providing authority and to ensure long life of network.

D. Laying of OFC through Conduits

- i. The bidder would be required to lay OFC cables in Conduit pipes where OFC is to be laid within a Campus/building to connect different offices. The laying shall include casing and fixing of conduit pipes.
- ii. PVC conduit pipe shall be used in corridors, along walls or within premises. The PVC conduit pipe should be ISI mark and having inner minimum diameter of 20 mm.
- iii. Supply & Installation of any other item required for successful commissioning of end-to-end OFC Network is the responsibility of the bidder without any additional cost.
- iv. Any other activity required for successful commissioning of end-to-end OFC Network.

E. Laying of Overhead (Aerial) OFC.

- i. The specific approval for Overhead OFC shall be granted by RISL, depending upon the site requirement.
- ii. Bidder has to lay Cable overhead on already installed Discom poles/Street light poles/abhay command center poles etc., or may install poles. If discom poles are being used, proper permission shall be obtained by the bidder on behalf of RISL/GOR. The demand note (if any) generated shall be paid by the RISL.
- iii. The height of the overhead OFC should be sufficient (pole specs provided) so that the outage due to fibre cut due to low height can be minimized.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- iv. All the required accessories for laying Overhead cable will be supplied by the bidder without any additional cost. This includes Pole Clamp, Cable Hanging accessories, Loop clamp & Joint Closure etc.

F. Protection

The Optical Fibre Cable shall be laid through PLB HDPE Ducts buried at a nominal depth of 165 cms in normal strata and 120 cm in hard strata. Under compelling conditions/ genuine circumstances due to site constraints/ soil conditions, relaxation may be granted by the GoR/RISL official for excavation of trench to a depth lesser than 165 cm, however depth less than 60 cm may be permitted in exceptional cases. In such case, additional suitable protection as defined in the document shall be provided. For all cases of lesser depth, bidder must take prior written permission from DoIT&C/RISL officials. The bidder shall provide protection of the laid OFC as below:

- i. The HDPE pipe should be laid through DWC pipe or HDPE pipe may be protected by half round RCC pipe.
- ii. A cement concrete layer of approx. 6 inches thickness should be laid over the DWC/half round pipe, in case of depth less than 60 cm.
- iii. At road crossings the HDPE pipe should be laid through GI pipe.

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

G. Back Filling and Dressing of the Trench

- i. Provided that the PLB Ducts have been properly laid in the trench/HDD duct at the specified depth, the back filling operation shall follow as early as practicable. The back filling operation shall be performed in such a manner so as to provide firm support under and above the PLB Ducts and to avoid bend or deformation of the OFC when the OFC get loaded with the back filled earth.
- ii. **The back filling should be carried out promptly by the bidder, so as to avoid any harm to anybody. If the back filling is not possible on the same day, the dug area should be provided with adequate protection, so as to avoid any harm to anybody.**
- iii. Back filling shall be thoroughly rammed, so that it is safe for the road traffic and wild life/animal/human movement.

H. Jointing and Splicing

- i. The OFC should be pulled through PLB HDPE/PVC ducts (as per the requirement).

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- ii. Optical Fibre Cable Joints will be at varying distances depending upon the lengths of fibre to be laid for connecting locations. All fibres are to be spliced at every Joint & at both ends (Terminations) in the equipment room.
- iii. The fibre may be required to be dropped/Inserted at OFC chambers.
- iv. The Fibre loop left in Jointing chambers/ looping Chambers or at any point in route shall not be greater than 10-15 mts in any conditions.
- v. All the Fibres should be jointed at all locations and tested for end-to-end connectivity.
- vi. The infrastructure required for cable splicing i.e. Jointing kit, Splicing machine, OTDR, Optical talk set, Tool kit etc. shall be arranged by the Bidder and also any additional accessories. e.g. Engine etc. required at site for splicing will also be arranged by the Bidder.
- vii. The Optical Fibre Cable thus jointed end-to-end shall be tested and demonstrated to GoR/RISL official for splice losses and transmission parameters as specified in RFP and prevalent at that time. The through Optical Fibre should meet all the technical parameters specified in the RFP.

I. Construction of Jointing Chamber

- i. The joint chambers are provided at every joint to keep the O.F.C. joint well protected and also to keep extra length of cable, which may be, required to attend the faults at a later date. Jointing chambers are to be prepared at the Fiber Point of Interconnect (FPIO) or as per site requirement complying with the technical specifications defined in this RFP.
- ii. The cover of the jointing chamber should have sufficient strength to permit flow of traffic/movement. In case of damage to the chamber/Cover, the same shall be replaced by bidder immediately, without any additional cost.

J. Fixing of Route Indicators / Joint Indicators

- i. Route Indicators are required to be placed at every Manhole and Jointing chamber and where OFC changes directions like road crossing etc. The indicator shall be secured in upright position by ramming with stone and murrum.
- ii. The route indicators should be installed at every 100 mtr. Distance on the route.

K. Leading in/ Leading Out

- i. The bidder is required to lay/extend the OFC up to existing equipment, both ends of the sites.
- ii. The OFC shall be properly laid in HDPE/ISI marked PVC pipe of suitable dia. The HDPE/PVC pipe shall be properly clamped at suitable distance to avoid hanging of pipe. The pipe may be laid along/over walls, away from electrical installations.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- iii. The conduit should be properly tied to the Tower sections to avoid damage by animals.
- iv. The bidder is required to Splice Pigtails for all the Fibre terminating at all the sites.

L. Scope of work for terminal points

- i. 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.
- ii. Supply & Installation and commissioning of SFP where ever required
- iii. Supply & Installation of Ethernet Patch cords and termination at Network Switch.
- iv. Supply & Installation of any other item required for successful commissioning of end to end OFC Network.
- v. Any other activity required for successful commissioning of end to end OFC Network.

M. Scope of work for Installation of Poles for laying Overhead OFC (as per annexure 2)

- i. Bidder with prior permission of RISL may lay overhead OFC on Discom poles, Municipal Corporation poles. In case the Discom poles are not available, bidder has to supply & Install Poles for laying Overhead Fiber with proper foundation work.
- ii. Supply of Galvanized Steel poles with top cap welded, for aerial OFC installation & its accessories like Helix, Hanger, turn Buckle, etc. including other material required for erection of poles where existing poles are not available
- iii. Erection of poles alignment including concreting of Poles for laying of Ariel OFC including stay arrangement.
- iv. The foundation of the pole should be strong enough to take care any accidental damage.
- v. Bidder shall arrange the Ladder and necessary protection item to carry out Aerial OFC laying work.
- vi. The bidder shall assist in getting approvals where needed. RISL shall make payment of demand notes (if any).

N. Permission

- i. **The successful bidder shall prepare complete documentation required for obtaining ROW permission from the respective authority, needs to be prepared by the successful bidder.**
- ii. **The complete documentation should be received in RISL within one week from the receipt of final survey report.**
- iii. **The successful bidder shall co-ordinate with respective authorities to obtain demand note of reasonable amount from respective authority.**
- iv. **The successful bidder shall co-ordinate with respective authorities to obtain permission from Forest, PWD, JDA/UIT, Municipal Corporation, Railway, NH and other authorities on Behalf of RISL, as applicable, before initiating the**

actual OFC Laying work. The demand note (reasonable) towards obtaining such permissions like Permission Charges, Road-Cutting and restoration charges shall be paid by RISL/DoIT&C and will be directly deposited by RISL with respective authorities (if any).

- v. **RISL shall be responsible for only payment of demand note.**
- vi. OFC shall be laid only on the routes which do not require blasting. No permission for blasting shall be given.
- vii. **The period between the date of application submit to the department and Permission granted by respective department or demand note paid by RISL whichever is earlier shall not be counted on part of bidder.**
- viii. The work needs to be executed during the hours permitted to work. In specific cases, work may be permitted to be executed within a specific period of the day/night.

O. Transportation

- i. The materials required for executing the entrusted work, to site shall be carried by the bidder at his/ their own cost.
- ii. The costs of transportation are to be subsumed in the standard Schedule Rates and therefore no separate charges shall be payable on this account.
- iii. The accessories and spares required for laying/ maintenance of the route shall be kept with the bidder/ bidder premises.

P. Disposal of Empty Cable Drums

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

R. Documentation

- i. The documentation, consisting of the following shall be prepared and provided both in electronic format on any storage media (HDD/Pen drive/CD/DVD) as well as binded copy.
- ii. All the diagrams/documents shall bear the signatures of the Bidder and GoR/RISL official as a proof of accuracy of the details. The route wise diagrams shall be bound in A-4 size book with cover.

A. Route Index Diagrams

- a. This diagram shall consist of Cable Route Details on Geographical Map with prominent land marks and alignment of cable with reference to road.
- b. These diagrams will contain:
 - Make and size of the cable.
 - Offset of cable from center of the road at every 10 meters
 - Depth profile of Cable at every 10 meter by marking depth texts.
 - Details of protection with type of protection depicted on it;
 - Location of culvert and bridges with their lengths and scheme of laying OFC thereon.
 - Important landmarks to facilitated locating the cable in future;
 - Location of Joints and pulling manholes.
 - The details of underground utilities, PLB pipes on each route, chamber location, OFC drop/insert/termination location, additional protection details, laying practices (HDD/open trenching/micro trenching/moling/chiseling/hammering conduits etc.) or any other relevant information.
 - **The details of latitude and longitude of every chamber, route indicator, offices, poles, pit etc.**
- c. These diagrams shall be prepared on A-3 sheets. On one sheet profile of maximum 400 meters shall be given to ensure clarity.
- d. The front cover shall have the following details.
 - Name of the office/location connected
 - Name of the RISL with logo
 - Name of the Bidder
 - Details of work order issued.
 - Date of commencement of work
 - Date of completion of work

B. Details of inventory:

The bidder shall submit the details of inventory (billable items) used for each route.

1.3. User Acceptance Test (UAT)

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

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- Infrastructure Compliance
 - Performance
 - Project Documentation
- i. The Successful Bidder(s) shall inform the department in writing, as and when the work is completed for a specific work order, with the request to conduct UAT.
 - ii. UAT shall be conducted route wise.
 - iii. The Bidder(s) shall co-ordinate and carry any other required test as desired by purchaser.
 - iv. The Bidder(s) shall bring all the testing equipment to site as required under the procedure to carry out testing at no extra cost.
 - v. The time taken for conduct and approval of UAT acceptance by DoIT&C/ RISL, shall not be considered as delay on Bidder(s)'s part.
 - vi. The tests may include general OFC laying practice followed by the Bidder(s), sample depth tests, OTDR end to end parameter reports, end to end link test and Material compliance as required.
 - vii. The Bidder(s) is required to rectify the shortcomings reported (if any) within the stipulated time frame. The selected Bidder(s) shall make the required changes at no extra cost.
 - viii. The payment shall be released to the Bidder(s) according to the acceptance of the respective route.
 - ix. The RISL/GoR may engage any third party auditor (TPA) at its own costs to carry out UAT. The Bidder(s) shall be required to extend required cooperation including carrying out at pit holes, Testing of Material/Links etc. for successful UAT by TPA.
 - x. Supplies may be subjected to inspection to ensure whether they conform to the specifications. Where necessary or prescribed or practical, tests shall be carried out in related 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.

1.4. **Link Commissioning**

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

On successful UAT of the respective links, the same shall be declared commissioned and GO-LIVE (i.e. declared as commissioned) shall be given for that particular link subject to route being detected in the NMS/ONMS(as the case may be).

1.5. Maintenance

The laying part shall be executed in phased manner. Thus, the maintenance duration of 3 years shall be counted from the Go-Live of last commissioned route (Last route completed and made live on NMS for the said work order). A letter of Go-live of all the routes shall be issued by RISL.

- a. Bidder(s) shall be responsible for providing maintenance services all the supplied items like OFC cables, HDPE Duct, Splicing, LIUs, media converters, Chambers & all related materials installed by the firm, for 3 years from the date of "GO-LIVE" and shall be responsible to restore back to original working condition in case of any complaint. All the material, spares, replacements and tools/equipment required to maintain the OFC shall be supplied by the Bidder(s) without any extra charges. The accessories and spares required to maintain the route shall be kept with the bidder premises.
- b. The selected bidder shall be responsible to depute at least one fault rectification team at each district level including one splicer and two labour, without any additional cost to RISL. The team should be available every time at the respective district and should work with the close coordination of respective DLO and CCC team.**
- c. The bidder is advised for regular petrolling on the route. RISL/GoR will not pay any additional charges for such types of works being done by the firm like regular petrolling, insurance, third party damage etc.**
- d. In case of shifting required, The bidder has to submit the report of Survey of shifting work required, duly signed and approved by the Concerned DLO/BLO. The firm has to timely submit demand note request to the respective authority and the firm has to do its best efforts to deposit the payment of demand note.**
- e. The penalty, as defined under SLA, shall be applicable for delay or failure to restore the link.
- f. The selected Bidder(s) 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(s) shall be delivered at the respective location without any additional costs to the purchaser.
- g. If the selected Bidder(s) fails to restore the defect within 15 days of lodging the complaint, the purchaser may proceed to get it rectified from other sources and will deduct the expenditure incurred from the payable amount of respective Bidder(s). In addition to it, the SLA of 15 days shall also be applicable on the respective firm.**

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- h. If the selected bidder refuses to execute any work order issued, the PSD deposited by the bidder against the respective work order shall be forfeited and the work may be got done from any other bidder on risk and cost basis.
- i. During the Maintenance period, the Bidder(s) shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- j. Successful Bidder(s) shall provide the contact no. and e-mail ID on which the complaints are to be lodged. The SLA timelines shall start from the time of lodging the complaint on any of these contacts.
- k. DoIT&C/RISL may engage any third party to calculate SLA penalties, on its cost.
- l. The bills for maintenance charges shall be raised route wise.

1.6. Safety Precautions

- a. The Bidder(s) shall ensure that all the required precautions are taken to avoid any accident, damage, harm to man, machine and material.
- b. The Bidder(s) should ensure to abide by all safety regulations and practices,
- c. The Bidder(s) shall ensure that no damage is caused to customer premises and property and to restore the property, wherever required, at no cost to purchaser, if any damage occurs.
- d. Necessary barricades, night lamps, warning board and required watchman shall be provided by the Bidder(s) to prevent any accident to pedestrians or vehicles. The Bidder(s) shall employ sufficient man-power for this with caution boards, flags, sign writings etc.
- e. The Bidder(s) should provide sufficient width at the trench at all such places, where it is likely to cave in due to soil conditions without any extra payment.
- f. Bidder shall be fully responsible for any untoward incident as well as for any legal, regulatory and financial implications that may arise, that may happen during the entire contract period.

1.7. Project Deliverables, Milestones, Payment & Time Schedule

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

- a. The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful Bidder(s) shall arrange supplies and provide the required services within the specified period.
- b. It should be noted that any delay in the project timelines shall attract Liquidated Damages to the selected Bidder(s).

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

c. T is the event marking date of issue of respective work order to the successful Bidder(s).

Sr. No.	Project Activity/ Scope of Work	Deliverables (Reports/ Docs./ Infra.)	Timelines	Payable Amount
1.	Signing of Agreement and Submission of Security Deposit	<ul style="list-style-type: none"> Acceptance of LOI Submission of PSD as defined in PSD clause. Submission of Agreement on non-judicial stamp paper of appropriate value as defined in this RFP 	Within 15 days from date of issue of letter of Acceptance of bid.	-NIL-
2.	Issuing of Work order	<ul style="list-style-type: none"> Submission of PSD as defined in PSD clause. 	Within 15 days from the date of WO (WO date is not including)	NIL
A. OFC laying work:				
3.	Submission of final Network Design for the specified area of city.	Final Network Diagram along with all deliverables defined in clause "Survey and Overlay access Network Design"	T+30 days for draft Network design. Additional seven days for final Network design incorporating the required changes as suggested by RISL/DoIT&C	-NIL-
4.	Completion of end to end OFC laying as per work order .	a) Installation report, test report and documents as defined under heading 'Documentation' for each route	120 days from the next working day of issue of work-order	50% of payable amount shall be released on request of UAT, subject to route being detected in the NMS.
5.	On Successful UAT	-	-	40% of payable amount after successful UAT by the authorised agency.
6.	Completion of activity as mentioned under Section Maintenance/ Warranty	Satisfactory performance report signed by RISL/GoR Officer	Half yearly for Three years from the date of commissioning of route.	Half-yearly in 6 instalments on the rates quoted against activity after route commissioning + (1.5% of CAPEX for first five instalments and 2.5% of CAPEX in sixth instalment)

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

				Out of the above 6 instalments, last Half yearly payment including of 2.5% CAPEX shall only be released after completion of successful handover along with PSD taken against LOI and work order.
B. Only for supply of items:				
7.	Completion of delivery of ordered items.	Delivery report dully sealed and signed by respective authority of RISL/GoR.	60 days from the next working day of issue of work-order	90% of payable amount shall be released on submission of sealed and signed delivery report and rest 10% Half yearly in 6 instalments. (1.5% for first five instalments and 2.5% in sixth instalment)
C. For Temporary connectivity:				
8.	Completion of end to end OFC laying as per work order .	Work completion verification by respective TPA/RISL/GoR officer	Within 3 days from the date of work-order/Intimation to the firm.	100% of payable amount (only for laying work) shall be released subject to work verification by respective TPA/RISL/ GoR officer.

- a) The supplier's/ selected Bidder(s)'s request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) The currency or currencies in which payments shall be made to the supplier/ selected Bidder(s) under this Contract shall be Indian Rupees (INR) only.
- c) All remittance charges will be borne by the supplier/ selected Bidder(s).
- d) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- e) 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.
- f) 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.
- g) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- h) Any delay due to reasons not attributable to the Bidder(s) shall be excluded from the delivery timelines for LD/SLA.

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Pre-Bid meeting/Clarifications

- a) **Any prospective bidder may participate in the pre bid meeting after submission of tender fee.**
- b) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- c) 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.
- d) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder: as per NIB
 - b. Response to clarifications by procuring entity: as per NIB
- e) The minutes and response, if any, shall be provided promptly to all bidders who have submitted tender fee, 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(s), 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(s), who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of

time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
 Provided that the Bid last submitted or the Bid as modified by the Bidder(s) shall be considered for evaluation.

4) Period of Validity of Bids

- a) Bids submitted by the Bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder(s) may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A Bidder(s) whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents:-

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder(s)'s Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)

Technical Documents		
6.	Index mentioning page no. of all the submitted documents	Page Index
7.	Technical compliance of the quoted items by the bidder on bidder's letter head and OEM compliance on OEM letter head.	As per annexure -2 (PDF)
8.	Self-Declaration	As per Annexure-5 (PDF)
9.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)
10.	Manufacturer's Authorisation Form (MAF)	As per Annexure-7 (Indicative Format) (PDF)
11.	Undertaking on Authenticity of Equipment's	As per Annexure-9 (PDF)
12.	Components Offered	As per Annexure-10 (PDF)

b) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

6) Documents

The Bidder(s) 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(s).

7) Cost & Language of Bidding

- a) The Bidder(s) 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(s) 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.

8) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. Also, the Bidder(s) shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the "Annexure-9: Components Offered".

9) Bid Security

Every Bidder(s), 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 shall necessarily accompany the technical bid.
- c) Bid security of a Bidder(s) 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 min. 3 more months till the validity of the rates (i.e. Min. 2 years and 3 months).
- 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(s) 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(s) shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the Bidder(s) withdraws or modifies its bid after opening of bids;
 - b. when the Bidder(s) does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the Bidder(s) 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(s) does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. if the Bidder(s) breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- j) Notice will be given to the Bidder(s) with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) 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 cancellation of the procurement process; or
 - c. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

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

11) Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Procurement portal, a Bidder(s) 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)'s Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

12) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the Bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the Bidder(s) 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.

13) Selection Method

- a) After determination of the best value bid, all the responsive and eligible bidders shall be asked to match the best value (L1) bid. Maximum three bidders shall be rate contracted. If one (01) or more of such bidders match the best value (L1) bid, order will be placed by splitting the total required quantity among the best value bidder and one bidder who matches the best value (L1) bid, provided that no order will be placed on any bidder whose original bid value is higher than the original bid value of a bidder who has matched the best value (L1) bid. The ratio of the splitting shall be:
 - b) The L-1 bidder shall be awarded five divisions, the L-2 bidder shall be awarded three divisions and L-3 bidders shall be awarded two divisions each on L-1 rates.
 - c) Firstly, The L-1 bidder shall be permitted to select Divisions.
 - d) Subsequently, L-2 bidder shall be permitted to select any Divisions from remaining divisions, at L-1 rates.
 - e) Lastly, the L-3 bidder shall be awarded remaining divisions, at L-1 rates.
 - f) Bidders, except L-1, shall have a choice to accept or refuse the offer.
 - g) If bidder(s) other than L-1 disagree(s) for the rates offered, the next bidders (L-3, L-4 and so on), shall be offered L-1 rates. If any/all the bidders disagree to accept L-1 rates, the remaining/complete work shall be awarded to L-1 bidder. The L-1 bidder is bound to accept complete work under the project in such case.

14) 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(s) for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder(s) shall be in writing.
- b) Any clarification submitted by a Bidder(s) 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(s), qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

15) Evaluation & Tabulation of Technical Bids

- a) Determination of Responsiveness
 - a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
 - b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

- iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - 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)'s obligations under the proposed contract; or
 - ii. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the Bidder(s) 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(s) 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(s) under (b) above.

c) Technical Evaluation Criteria

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

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the Bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the Bidders have been found to be qualified in evaluation of Technical Bids and sign it.

- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process,

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

reasons shall be recorded in writing and included in the record of the procurement proceedings.

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

16) Evaluation & Tabulation of Financial Bids

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

- a) The financial Bids of the Bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the Bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the Bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) The evaluation shall include all costs and all taxes and duties applicable to the Bidder(s) as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order;
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

17) 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.

18) Price/ purchase preference in evaluation

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

19) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous Bidder(s) 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(s) 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(s) has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the Bidder(s) inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder(s) 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(s), the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous Bidder(s) and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder(s), then to the third lowest or most advantageous Bidder(s) and so on in the order of their initial standing and work/supply order be awarded to the Bidder(s) who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

20) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the Bidder(s), was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the Bidder(s), was materially inaccurate or incomplete; and
 - c. the Bidder(s) is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the Bidder(s), submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. Bidder(s), in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned Bidder(s) in writing;
 - b. Published on the State Public Procurement Portal, if applicable.

21) Lack of competition

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

23) Information and publication of award

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

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

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

25) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Bidder(s) shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

26) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful Bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from

them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- b) Two types of performance security shall be obtained from the successful bidder:
 - a. Fixed performance security: 3% of estimated cost of procurement. This performance security shall be obtained against the LOI and shall remain with RISL upto the validity of RC period.
 - b. Variable performance security: 2% of estimated cost of procurement. This performance security shall be obtained against the PO/Work order and shall remain with RISL upto the expiry of maintenance contract.
- c) In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the estimated cost of procurement (Fixed performance security) and 0.5% (variable performance security) 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 1.5% estimated cost of procurement (Fixed performance security) and 0.5% (Variable Performance security).
- d) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder(s) and discharged by the Bidder(s) in advance. The procuring entity shall ensure before accepting the FDR that the Bidder(s) 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(s) concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- e) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder(s), including warranty obligations and maintenance and defect liability period.
- f) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the Bidder(s) fails to make complete work satisfactorily.
 - c. if the Bidder(s) breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- g) Notice will be given to the Bidder(s) with reasonable time before PSD deposited is forfeited.
- h) 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 Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee.

For the purpose of this rule-

- a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c) Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder.
- d) The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.
- e) Provided that in case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not require to be taken.] (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work.

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 or work order (as the case may be) is despatched to the Bidder(s).
- b) The successful Bidder(s) shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent or work order (as the case may be) is despatched to the successful Bidder(s).
- c) If the Bidder(s), 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(s) 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(s) to the next lowest or most advantageous Bidder(s).
- d) The Bidder(s) 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: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of Bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with Bidders related to the procurement process in such manner as to avoid their disclosure to competing Bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on Bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

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 -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidders that participated in the procurement process.
- e) If the Bidder(s) who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a Bidder(s) is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted Bidder(s) has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted Bidder(s).

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: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the Bidder(s) and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. Disclosure by the Bidder(s) 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(s) or prospective Bidder(s), as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the Bidder(s) from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. Debarment of the Bidder(s) from participation in future procurements of the procuring entity for a period not exceeding three years.

32) Interference with Procurement Process

A Bidder(s), who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful Bidder(s);
- c) fails to enter into procurement contract after being declared the successful Bidder(s);
- 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(s), 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(s) or prospective Bidder(s) 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(s) as successful in terms of "Award of Contract", the appeal may be filed only by a Bidder(s) 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(s) whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the Bidder(s) or prospective Bidder(s) or the procuring entity is aggrieved by the order passed, the Bidder(s) or prospective Bidder(s) or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be
First Appellate Authority: Principal Secretary/ Secretary, IT&C, GoR
Second Appellate Authority: Secretary (Budget), Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the Bidder(s) 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, 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(s), 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:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

37) Debarment from Bidding

- a) A Bidder(s) shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A Bidder(s) 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(s) has breached the code of integrity prescribed in terms of "Code of Integrity for Bidders" above, it may debar the Bidder(s) 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(s) has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the Bidder(s) 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(s) under this section unless such Bidder(s) 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)'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(s) to speed up the delivery.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- 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(s) 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)'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(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

1) 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(s), 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(s) 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(s) 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(s) 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(s) 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(s) 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(s).
- k) "Supplier/ Successful or Selected Bidder(s)" 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(s).
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The Bidder(s) 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(s) 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.

2) 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.

3) 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(s) 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.

4) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected Bidder(s) 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(s) shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5) Joint Venture, Consortium or Association

Consortium is not allowed for this bid.

6) 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(s) 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(s)/ supplier. Also, the Bidder(s) is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder(s) must quote products in accordance with above clause "Eligible goods and related services".

7) 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/ email sent.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8) 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.

9) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The Bidder(s) shall not quote and supply and hardware/ software that is likely to be declared as End of Sale and End of Service/ Support for a period as mentioned in BOM 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(s) shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

10) 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(s) 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(s) of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder(s) 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.

11) Supplier's/ Selected Bidder(s)'s Responsibilities

The Supplier/ Selected Bidder(s) 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.

12) Purchaser's Responsibilities

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

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

14) Recoveries from Supplier/ Selected Bidder(s)

- 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(s) and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

15) 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(s) shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- c) For goods supplied from within India, the successful/ selected Bidder(s) 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(s) in India, the Purchaser shall use its best efforts to enable the successful/ selected Bidder(s) to benefit from any such tax savings to the maximum allowable extent.

16) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder(s) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder(s) 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(s) shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder(s).
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder(s) for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder(s) 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(s) 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(s) 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(s) 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(s) from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

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(s).
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder(s) shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder(s) shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected Bidder(s) 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(s) should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected Bidder(s) 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(s) shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

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, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

21) Transportation

- a) The supplier/ selected Bidder(s) 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(s) shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected Bidder(s)'s bill.

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)'s premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected Bidder(s) 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)'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(s)/ selected Bidder(s), 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.
- 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(s) 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(s)/ selected Bidder(s) 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(s). RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) The supplier/ selected Bidder(s) 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(s)/ selected Bidder(s) 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 up to the prescribed standards or specifications, the testing charges shall be payable by the selected Bidder(s).

26) Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected Bidder(s) 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(s) 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(s)/ selected Bidder(s) 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)'s risk and on his account.

27) Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected Bidder(s) fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected Bidder(s) shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected Bidder(s).
 - i. The supplier/ selected Bidder(s) shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorata progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
 - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 - vi. If RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected Bidder(s) has failed to supply/ install/ complete : -

Sr. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. *The percentage refers to the payment due for the associated works/ goods/ service.

28) Authenticity of Equipment

- a) The selected Bidder(s) shall certify (as per Annexure-9) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected Bidder(s)'s risk and all the provisions relating to rejection of goods etc., shall apply. The selected Bidder(s) 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(s) 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.

29) Patent Indemnity

- a) The supplier/ selected Bidder(s) 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(s) 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(s), 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(s) a notice thereof, and the supplier/ selected Bidder(s) 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(s) 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)'s request, afford all available assistance to the supplier/ selected Bidder(s) in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected Bidder(s) for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected Bidder(s) 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(s) 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.

30) Limitation of Liability

Except in cases of gross negligence or wilful 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(s) to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected Bidder(s) 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(s) to indemnify the Purchaser with respect to patent infringement.

31) Force Majeure

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

- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected Bidder(s) 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(s). 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(s) 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(s) shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RISL, may take the case with the supplier/ selected Bidder(s) on similar lines.

32) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected Bidder(s) 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(s).
- 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)'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(s) for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected Bidder(s)'s receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected Bidder(s) 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(s) for similar services.

33) 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(s), terminate the contract in whole or in part: -
 - a. If the supplier/ selected Bidder(s) 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(s) 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(s), 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(s) 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(s), if the supplier/ selected Bidder(s) becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected Bidder(s), 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(s), 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(s) 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(s) 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)'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(s) an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected Bidder(s).

34) Exit Management

a) Preamble

- i. The word 'parties' include the procuring entity and the selected Bidder(s).
- 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(s) 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(s) 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(s) will only be returned after the successful transfer of the entire project including its infrastructure in working condition. The recovery shall be done from the balance payment & PSD amount available with RISL against missing/faulty equipments.
- ii. The selected Bidder(s), 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(s) at any time during the exit management period requiring the selected Bidder(s) to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. The firm handing over of the laid OFC shall provide a certificate along with ABD file, abstract sheet and KML file to RISL the the complete route has been checked and verified by the firm and no deviation found on the route. The route is ready to handover.
- v. Subsequently, RISL shall issue order to initiate handing over – taking over process.
- vi. The timeline for handover of the laid OFC shall be calculated after receiving of the above mentioned certificate from the firm handing over of the laid OFC.
- vii. The firm handing over of the laid OFC must provide all resources like labour, material, vehicle, manpower having knowlege of the complete route etc. required for handover of the laid OFC.
- viii. The firm taking over of the laid OFC must provide all required resources like engineer, splicer etc. for taking handover of the laid OFC within stipulated time period.
- ix. The firm handing over of the laid OFC and the firm taking over the laid OFC, shall go through the complete route, offices, poles, chambers etc. and submit a report dully signed by both the firms with the following details:
 - a. OTDR reports of complete route
 - b. Live fibre pair details
 - c. Spare fibre pair details
 - d. Route diagram (from - to) with the clear marking about overhead and under ground OFC.
 - e. Latitude and logitude of all chambers, offices, poles
 - f. Final KML file
- x. 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(s), the selected Bidder(s) 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(s).
 - c. That on the expiry of this clause, the selected Bidder(s) 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(s) 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(s) 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(s) for RISL shall be the legal properties of RISL/GoR.
- c) **Cooperation and Provision of Information during the exit management period**
- i. The selected Bidder(s) 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(s) 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(s). 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(s) 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(s) and to assist appropriate knowledge transfer.
- d) **Confidential Information, Security and Data**
- The selected Bidder(s) 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(s) 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(s) 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(s) 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(s) shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected Bidder(s) and third party lessors, 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)'s premises, the selected Bidder(s) 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(s)

- i. The selected Bidder(s) 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(s) shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

- a) The selected Bidder(s) shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- b) A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- c) Plans for the communication with such of the selected Bidder(s)'s, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
- d) If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition

period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

- e) The Bidder(s) may re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- f) Each Exit Management Plan shall be presented by the selected Bidder(s) to and approved by RISL or its nominated agencies.
- g) In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- h) During the exit management period, the selected Bidder(s) shall use its best efforts to deliver the services.
- i) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- j) It would be the responsibility of the selected Bidder(s) to support new operator during the transition period.

35) Settlement of Disputes

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

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

Any dispute arising out of contract shall be settled as per provision of arbitration and conciliation act 2015.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Verification of Eligibility documents by RISL

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.

2) Service Level Standards/ Requirements/ Agreement

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected Bidder(s)/authorised partner, in an efficient manner to the identified users under this procurement.
- b) The successful Bidder(s) shall provide e-mail id and contact no. where complaints can be lodged.
- c) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder(s) 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.

S. No.	Measurement Parameter	Penalty	
A. OFC laying work:			
1.	Time taken for resolving OFC Cut and restore back to original condition in DHQ	Within 6 hours of lodging the complaint	No penalty
2.		After 6 hours of lodging the complaint	Rs. 1000 per 6 hours for per such reported event
3.	Time taken for resolving OFC Cut and restore back to original condition in BHQ	Within 12 hrs of lodging the complaint	No Penalty
4.		After 12 hours of lodging the complaint	Rs. 1000 per 12 hours for per such reported event
5.	Time taken to provide /replace Media Converter or adapter of the same/ LIU/Patch Cord/ SFP or any other item installed at termination site.	With in 6 hrs for DHQ and with in 12 hrs for other than DHQ	No penalty

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

6.	Time taken to provide /replace Media Converter or adapter of the same/ LIU/Patch Cord/ SFP or any other item installed at termination site.	After 6 hrs for DHQ and After 12 hrs for other than DHQ	Rs. 250 per day for per such reported event
B. Only for supply of items			
7.	Time taken to provide replacement of faulty item.	With in 6 hrs for DHQ and within 12 hrs for other than DHQ	No penalty
8.	Time taken to provide replacement of faulty item.	After 6 hrs for DHQ and After 12 hrs for other than DHQ	Rs. 100 per day per item for per such reported event
C. For Temporary connectivity			
9.	Completion of 50% of end-to-end OFC laying as per work order.	Within 1 days from the date of work-order/Intimation to the firm.	No penalty
10.		After expiry of 1 days from the date of work-order/Intimation to the firm.	Rs. 10,000 + expenditure incurred by getting the complete work done from other source by RISL/ GoR.
11.	Incomplete work of end to end OFC laying as per work order .	Within stipulated time period	Rs. 20,000 + expenditure incurred by getting the complete work done from other source by RISL/ GoR.
D. For Handover of the laid OFC			
12.	Completion of handover process.	Within two months.	No penalty
13.		After expiry of above two months' time period	Rs. 5000 per day per route according to Go-live.

• **Penalty on non-availability of manpower resources:**

Sr. No.	Resource	Penalty on non-availability of resource
1.	Project Manager	Rs. 3,000.00 per resource per absent day
2.	Helpdesk assistant	Rs. 1,000.00 per resource per absent days

- The availability of the above technical persons should be between 09:00 AM to 6:00 PM at RISL, Headquarter on all days except Sunday & National holidays. However, any resource may be called up at any time on any day as per requirement
- The project manager must be on Company's Payroll. The above mentioned is the minimum manpower required, however, the successful bidder may deploy additional

manpower to meet SLA and provide satisfactory services. The project Manager shall be deployed within 30 days from the date of issue of work order.

- The total Penalty shall not exceed the total charges payable for the half yearly invoice amount. If fault reported time is 6PM or onwards then rectification time shall start from next day at 8 AM.

3) Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected Bidder(s). If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RISL may at any time, by a written order given to the Bidder(s), 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(s).
- c) The change request/ management procedure will follow the following steps: -
 - ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
 - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the Bidder(s).
 - ✓ 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(s).
 - ✓ Verification of the change - The change will be verified by RISL on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- e) While approving any change request, if required, RISL may ask the Bidder(s) to deploy the required resources on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RISL change order which shall not be unreasonably withheld or delayed.

ANNEXURE-1: BILL OF MATERIAL (BoM)

S. No.	Description	Qty.	Unit	MAF required (Yes/No)
1.	Single Mode 12-Core OFC Cable (armoured)	1000000	Mtr	Yes
2.	Single Mode 24-Core OFC Cable (armoured)	1000000	Mtr	Yes
3.	Single Mode 48-Core OFC Cable (armoured)	1000000	Mtr	Yes
4.	Single Mode 96-Core OFC Cable (armoured)	100000	Mtr	Yes
5.	Single Mode 12-Core OFC Cable (ADSS-Outdoor)	100000	Mtr	Yes
6.	Single Mode 12 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (12F) Frame including splice for termination	1500	Nos.	Yes
7.	Single Mode 24 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (24F) Frame including splice for termination	1500	Nos.	Yes
8.	Single Mode 48 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (48F) Frame including splice for termination	500	Nos.	Yes
9.	Single Mode 96 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (96F) Frame including splice for termination	100	Nos.	Yes
10.	1 GBPS SFP (Universal)	10000	Nos	Yes
11.	1 Gbps Dual Fibre Multimedia converter with power adapter	20000	Nos	Yes
12.	2 Meter SM OFC Patch Cord (Duplex)	10000	Nos.	Yes
13.	5 Meter SM OFC Patch Cord (Duplex)	10000	Nos.	Yes
14.	10 Meter SM OFC Patch Cord (Duplex)	10000	Nos.	Yes
15.	Fiber Pigtails Single Mode	100000	Nos.	Yes
16.	CAT6 Patch Cords Factory Crimped- 2Mtrs	10000	Nos.	Yes
17.	HDPE Duct including accessories like end caps, Rubber bushes, Sockets/Couplers etc.	2500000	Mtr	Yes
18.	DWC Pipe	Qty as Per Requirement		No
19.	PVC Pipe	100000	Mtr	No
20.	GI Pipe 2" (For single duct)	50000	Mtr	No
21.	GI Pipe 4" (for double duct)	50000	Mtr	No
22.	Jointing Closure (for Underground and Overhead OFC)	Qty as Per Requirement		Yes
23.	Galvanized Steel Poles 8 Mtr including all accessories, erection and installation	500	Nos.	No
24.	Route Indicator	20000	Nos.	No
25.	Electronic marker	20000	Nos.	Yes
26.	Manhole/Jointing Chambers	8000	Nos.	No
27.	Project Manager for 36 months	1	Nos.	No
28.	Helpdesk Executive for 36 months	5	Nos.	No

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

29.	Rate per meter for HDD, Excavating Trenches, Molling to a depth of 165 cm including laying upto 2 HDPE duct, Back filling with or without protection , Ramming, as per RFP Scope.	2000000	Mtr	No
30.	Rate per meter for pulling of OFC/Hybrid OFC through HDPE pipe, Sealing of HDPE pipes by Rubber bushes including installation and termination of LIUs. As per RFP scope.	1900000	Mtr	No
31.	Rate per meter of laying ADSS OFC / Hybrid OFC Overhead with all accessories including loop clamp, tiger punch, alignment clamp, joint closure, Suspension helix, tension Helix, Turn Buckle and etc.	150000	Mtr	No
32.	Rate per meter for in building/roads laying of OFC through hammering/chiseling (including works, Fitting of HDPE, cable pulling , RCC/Bitumen filling) as per the scope defined in the RFP.	20000	Mtr	No
33.	Rate per meter for in building laying of OFC through PVC pipe and fitting as per the scope defined in the RFP.	100000	Mtr	No
34.	Rate Per meter of OFC Maintenance charges for 3 years as defined in the RFP Scope.	3100000	Mtr	No

Note: Above quantity, are indicative and payment shall be made as per actuals.

ANNEXURE-2: TECHNICAL SPECIFICATIONS

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

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

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments OFC Type: type II		
2.	The TEC GR is applicable for OFC		

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

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1	Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments OFC Type: type II		
2	The TEC GR is applicable for OFC		

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

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1	Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments OFC Type: type II		
2	The TEC GR is applicable for OFC		

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

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1	Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments OFC Type: type II		
2	The TEC GR is applicable for OFC		

Item no. 5: Single Mode 12-Core OFC Cable (ADSS outdoor) including accessories and joint closure

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1	ADSS OFC accessories: Compliance to TEC/GR/TX/OAF-001/03 MAR 2017 and GR No. GR/OAF-01/02. JUL 2005 and subsequent amendments, if any. OFC (ADSS) cables: Compliance to TEC GR- TEC/GR/TX/OFC-022/02/MAR-17 with latest amendments		
2	The TEC GR is applicable for OFC and its accessories		

Item no. 6: Single Mode 12 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (12F) Frame including installation and Termination

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	12 port duplex connector Fibre management rack mount/wall-mount enclosures loaded with required Adapters, adapter Plates, splice trays & labels		
2.	Height: 2U/1U		
3.	Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius		
4.	Drawer/Sliding Style: The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting		

5.	LIU/Fibre Patch Panel/Fibre Distribution Frame enclosures for outdoor usage shall be as per IP-67 Standard		
----	--	--	--

Item no. 7: Single Mode 24 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (24F) Frame including installation and Termination

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	24 port duplex connector Fibre management rack mount/wall-mount enclosures loaded with required Adapters, adapter Plates, splice trays & labels		
2.	Height: 2U/1U		
3.	Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius		
4.	Drawer/Sliding Style: The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting		
5.	LIU/Fibre Patch Panel/Fibre Distribution Frame enclosures for outdoor usage shall be as per IP-67 Standard		

Item no. 8: Single Mode 48 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (48F) Frame including installation and Termination

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	48 port duplex connector Fibre management rack mount/wall-mount enclosures loaded with required Adapters, adapter Plates, splice trays & labels		
2.	Height: 3U/2U		
3.	Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius		
4.	Drawer/Sliding Style: The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting		
5.	LIU/Fibre Patch Panel/Fibre Distribution Frame enclosures for outdoor usage shall be as per IP-67 Standard		

Item no. 9: Single Mode 96 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (96F) Frame including installation and Termination

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	96 port duplex connector Fibre management rack mount/wall-mount enclosures loaded with required Adapters, adapter Plates, splice trays & labels		
2.	Height: 3U/2U		
3.	Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius		
4.	Drawer/Sliding Style: The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting		
5.	LIU/Fibre Patch Panel/Fibre Distribution Frame enclosures for outdoor usage shall be as per IP-67 Standard		

Item no. 10: 1 Gbps SFP (Small Form Factor pluggable) Universal

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
Fiber Type	Gigabit Ethernet, Single Mode Fiber, Compatible with SFP MSA		
Data range	1GBPS		
Support Distance	Minimum 20Kms		
Wavelength	1310nm		
Standard Compliance	IEEE 802.3, ITU-T G.652, SFF8472, EN 60825-1		
Operating Temperature	-10°C to +60°C		
Humidity:	5%~90% Non-condensing		
Certifications	CE , FCC		

Item no. 11: 1 Gbps Dual Fibre Multimedia converter with power adapter

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
Fiber Connector	LC type		

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

Fiber Mode	Single Mode		
Copper UTP Port	RJ-45		
Support Distance	20Kms		
Wavelength	1310nm		
Fiber Cable	9/125Micron		
Operating Temperature	0°C to +60°C		
Humidity:	5%~90% Non-condensing		
Certifications	CE , FCC		

Item no. 12: Two Meter SM OFC Patch Cord (Duplex)

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	All optical fibre patch leads shall comprise of single-mode G652D		
2.	Jacket should be LSZH		
3.	Connector: Zirconia ceramic ferrule		
4.	Cable: 9/125, Strength member: Aramid Yarn		

Item no. 13: 5 Meter SM OFC Patch Cord (Duplex)

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	All optical fibre patch leads shall comprise of single-mode G652D		
2.	Jacket should be LSZH		
3.	Connector: Zirconia ceramic ferrule		
4.	Cable: 9/125, Strength member: Aramid Yarn		

Item no. 14: 10 Meter SM OFC patch cord (Duplex)

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	All optical fiber patch leads shall comprise of Single-mode G652D		
2.	Jacket should be LSZH		
3.	Connector: Zirconia ceramic ferrule		

4.	Cable: 9/125, Strength member: Aramid Yarn		
----	--	--	--

Item no. 15: Fibre Pigtails Single Mode

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	Precision ferrule end face geometry LC Type SM		
2.	Factory polished, tested and serialized.		
3.	Buffer Diameter: 900um tight buffer		
4.	Minimum bend radius: install: 30 mm		
5.	Retention Strength: 100N		
6.	G652D SM FIBER		
7.	Sheath :LSZH		

Item no. 16: CAT6 Patch Cords Factory Crimped- 2Mtrs (ETL Verified)

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

Item no. 17: HDPE Duct of 40mm size including accessories like end caps, Rubber bushes, Sockets/Couplers etc.

Description		Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:			
1.	Compliance to TEC GR Specification- TEC/GR/FA/CDS-008/04/Aug-19 with latest amendments; Size HDPE Duct of 40mm size		
2.	Valid TEC GR certificate		

The Ducts shall be blue in colour and have the identification markings wherein "Govt of Rajasthan - Rajnet" shall be marked as purchaser's name.

Item no. 18: DWC Pipes (50mm and 100mm)

Description		Compliance (Yes/No)	Cross Reference with Page No.
-------------	--	---------------------	-------------------------------

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

Make & Model Offered:			
1.	1	Compliance to TEC GR Specification DWC GR-GR/DWC-34/01 st 2007 with latest amendments.	
2.	2	Valid TEC GR certificate	

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

Item No. 19: PVC Pipe should be ISI approved

Description	Compliance (Yes/No)	Cross Reference with Page No.
Compliance to ISI registration		

Item No. 20: GI Pipe (2") for single duct, should be ISI approved

Description	Compliance (Yes/No)	Cross Reference with Page No.
Compliance to ISI registration		

Item No. 21: GI Pipe (4") for double duct, should be ISI approved

Description	Compliance (Yes/No)	Cross Reference with Page No.
Compliance to ISI registration		

Item No. 22: - Joint closure for both Underground and overhead OFC

Description	Compliance (Yes/No)	Cross Reference with Page No.
Make & Model Offered:		
1.	Compliance to TEC GR Specification-TEC/GR/TX/OJC-002/03/APR/2010 with latest amendments.	
2.	Fibre management surface/pole-mount enclosures with splice protection sleeves, Splice Trays etc.	

Please Note: -No payment shall be made for Joint closure for both Underground and overhead OFC.

Item No 23: - Galvanized Steel Poles 6 Mtr including all accessories, erection and installation

S. No.	Description	Compliance (Yes/No)	Cross Reference with Page No.
--------	-------------	---------------------	-------------------------------

1.	Pole shall have options for installation of Optical fibre cable and accessories																		
2.	Designed in accordance with ISS publication: Indian Standard specification for Structure Support Highway Signs, Luminaries and Traffic signals.																		
3.	Supply and erection of GI Octagonal of following length and dimension as per table given below with base plate on the cement concrete foundation of M-20 grade (1:1.5:3) with the help of anchor bolts of grade 6.8 (IS: 1367 P III).																		
	<table border="1"> <tr> <td>Top Dia. (In mm)</td> <td>40</td> </tr> <tr> <td>Bottom Dia. (In mm)</td> <td>70</td> </tr> <tr> <td>Sheet Thickness (In mm)</td> <td>3</td> </tr> <tr> <td>Base Plate</td> <td>150x150x8</td> </tr> <tr> <td>Foundation Bolt Size No. x Dia. (In mm)</td> <td>4x20</td> </tr> <tr> <td>PCD in mm</td> <td>210</td> </tr> <tr> <td>Bolt Length (in mm)</td> <td>750</td> </tr> <tr> <td>Foundation Size in mm</td> <td>300x300x800</td> </tr> </table>	Top Dia. (In mm)	40	Bottom Dia. (In mm)	70	Sheet Thickness (In mm)	3	Base Plate	150x150x8	Foundation Bolt Size No. x Dia. (In mm)	4x20	PCD in mm	210	Bolt Length (in mm)	750	Foundation Size in mm	300x300x800		
Top Dia. (In mm)	40																		
Bottom Dia. (In mm)	70																		
Sheet Thickness (In mm)	3																		
Base Plate	150x150x8																		
Foundation Bolt Size No. x Dia. (In mm)	4x20																		
PCD in mm	210																		
Bolt Length (in mm)	750																		
Foundation Size in mm	300x300x800																		
4.	The pole shall have a weatherproof flush door and locking arrangements.																		
5.	The complete work shall be supervised and certified by the manufacturers for satisfactory supply, erection, testing and commissioning.																		
6.	Octagonal MS Poles made of S-355JO grade steel sheet , folded lengthwise to obtained Octagonal shape, having single longitudinal seam weld and hot dipped galvanised internally & externally in accordance with IS 2629 and ISO 1461																		

Item no. 24: Route Indicator

RCC/Pre cast Route Indicators should be used.

The route indicators shall be painted with Brown colour and joint Indicator by Grey colour and sign writing denoting route/joint indicator number and marked as 'RajNet-GoR'.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

- a. The route/joint indicator made of pre-cast RCC should have the following dimensions:

Base - 250 mm x 150 mm

Top - 200 mm x 75 mm

Height - 1250 mm

- b. The word 'RajNet OFC' should be engraved on the Route/Joint indicators.

Item no. 25: Electronic Route marker

Sr. No.	Description	Compliance (Yes/No)	Cross Reference with Page No.
1.	The RFID Marker must be TEC approved against the TSEC GR No.TEC/GR/TX/TIE-07/02 MAR -2014 or latest		
2.	DESIGN	Made of High Dense Plastic, self leveling design which ensures the marker is always in an accurate, horizontal position regardless of how it is placed into the ground	
3.	FREQUENCY RANGE & COLOR	100.4-102.4KHz Orange Color	
4.	DETECTION DEPTH RANGE	Upto 0-5 Feet (to be installed till 3-3.5 feet)	
5.	WEIGHT	< 0.35 kg	
6.	RFID Re-programmable Memory	These Markers should have the re-programmable memory chip in the marker to save the specific information regarding the utility	
7.	PLACEMENT OF ELECTRONIC MARKERS Type -RFID Active Markers	At every 100 mtrs intervals and all the special points defined as Joints, Bends, Buried service drops, Buried Transformers, Conduit stubs, Manhole covers and Road & Railway crossings, any other crossing, T Points, Diversion points, identification of parallel/specific cable/connection routes.	

Item no. 26: SITC of Main hole/Jointing Chambers

Pre cast RCC chamber

- a. Pre cast RCC chamber shall consist of three parts (i) base plate of 5 cm thickness in max two halves (ii) RCC joint chamber with dia of 100 Cm, height of 100 cm and thickness of 5 cm (iii) top cover will be in max for parts with thickness of 5 cm having one handle for each half in centre and word 'RajNet GoR OFC' engraved on it.
- b. Back filling of joint chamber pit with excavated soil shall be carried out in the end.
- c. The extra sand/soil should be properly disposed off.
- d. A suitable locking facility of chamber to be provided.

Item No. 27: Project Manager.

Description		Compliance (Yes/No)	Cross Reference with Page No.
1.	<p>The L1 bidder shall deploy 01 Project Manpower at RISL HQ within 30 days of issue of work order as single point of contact (SPOC) for RISL/DoIT&C for project duration. Bidder shall provide the contact numbers, e-mail id and other relevant details of the SPOC to RISL/DoIT&C</p> <p>The Project manager deployed at RISL HQ shall be at least B. E/ B.Tech in IT /CS/EC/MCA/MBA-IT along with 5 years of similar working experience. RISL reserve the right to reduce/increase this quantity.</p> <p>The sitting space with IP phone and desktop shall be provided by RISL</p>		

Item No. 28: Help desk executive.

Description		Compliance (Yes/No)	Cross Reference with Page No.
1.	<p>The L1 bidder shall deploy 05 Manpower at RISL HQ for day to day monitoring of EMS of RTU and shall coordinate with his field team for the maintenance/restoration of OFC cut/break. The Manpower deployed at RISL HQ shall be at least 2 Yrs Experience of OFC Network and have B.E/ B.Tech in IT /CS/EC. RISL reserve the right to reduce/increase this quantity.</p> <p>The sitting space with IP phone and desktop shall be provided by RISL</p>		

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

ANNEXURE-3: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

<i>Name of Person</i>	<i>Designation</i>	<i>Email-ID(s)</i>	<i>Tel. Nos. & Fax Nos.</i>

Company/Firm Contacts:

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

Query / Clarification Sought:

<i>S.No.</i>	<i>RFP Page No.</i>	<i>RFP Rule No.</i>	<i>Rule Details</i>	<i>Query/ Clarification</i>	<i>Suggestion/</i>

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 coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-4: BIDDER(S)'S AUTHORIZATION CERTIFICATE

{to be filled by the Bidder(s) on Bidder letterhead}

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

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

Thanking you,

Name of the Bidder(s): -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: SELF-DECLARATION

{to be filled by the Bidder(s)}

To,

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

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder(s): -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the Bidder(s)}

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder(s): -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

ANNEXURE-7: MANUFACTURER'S AUTHORIZATION FORM (MAF) {to be filled, seal and signed by the OEMs on OEM letterhead} (Indicative Format)

To,

{Procuring Entity},

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

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

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following 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, during the warranty / Maintenance period.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 1 year 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 1 year from the date of bid submission.]

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1) FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India and I/we certify that,

I/we is/are not with beneficial ownership from such country and will not supplying finished goods procured directly or indirectly from such country.

OR

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

I/we is/are with beneficial ownership from such country and/or will be supplying finished goods procured directly or indirectly from such country and I/We are registered with the Competent Authority as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1) FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 and the evidence of valid registration with the Competent Authority is attached with the bid.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF SYSTEME HARDWARE

{to be filled by the Bidder(s)(On Rs. 100/- Non-judicial stamp paper)}

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Reference: NIB No. : _____ Dated: _____

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

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

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

Authorized Signatory

Name:

Designation:

ANNEXURE-9: COMPONENTS OFFERED-BOM

{To be filled by the Bidder(s) 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(s) 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.

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

Note:

- a. The tenderer must specify Item wise compliance to technical specifications duly vetted by the respective OEMs and supported by technical brochures/datasheets. Bidder(s) must also mention the reference brochure/datasheet page no. on the compliance document for every line item to be supplied for the offered products. The Model and Make of the offered product should be clearly specified. Compliance not submitted with reference page nos. may not be considered by the procuring entity.
- b. Please attach Technical specifications BoQ sheet (on OEM letter head only) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided in the annexure-2 technical specifications.

ANNEXURE-10: BANK GUARANTEEFORMAT {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, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

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

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

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

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

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

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:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

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

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....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 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.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

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-11: DRAFT AGREEMENT FORMAT

{to be mutually signed by selected Bidder(s) and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2022 by and between RaiCOMP 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(s)/ 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 Work Order vide Letter No. _____ dated _____, on which supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in “Annexure-I: Bill of Material” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

• Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
• Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
• Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
• Delay exceeding three fourth of the prescribed delivery period, successful 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.
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. Pure Agent clause: 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 _____, 2022.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

Signed By:	Signed By:
(Designation: Company:	(Designation: 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-12: 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

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

ANNEXURE-13: 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 90 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)

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

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:

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

ANNEXURE-14: 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 90 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.

RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Fibre Cable in State of Rajasthan (e-Tendering).

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:

i) Financial Bid Format (Division wise)

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

Sl.No	Item Description	Qty	Units	Unit Price (In INR) (Excluding of all govt. Taxes, charges)	Applicable GST * (in INR Including Cess if Any)	Total Unit Price (In INR) (Inclusive of all govt. taxes, other charges)	Total Amount In INR (Inclusive of all govt. taxes, other charges)
1	2	3	4	5	6	7=5+6	8=7*3
1.	Single Mode 12-Core OFC Cable (armoured)	1000000	Mtr				
2.	Single Mode 24-Core OFC Cable (armoured)	1000000	Mtr				
3.	Single Mode 48-Core OFC Cable (armoured)	1000000	Mtr				
4.	Single Mode 96-Core OFC Cable (armoured)	100000	Mtr				
5.	Single Mode 12-Core OFC Cable (ADSS-Outdoor)	100000	Mtr				
6.	Single Mode 12 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (12F) Frame including splice for termination	1500	Nos.				
7.	Single Mode 24 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (24F) Frame including splice for termination	1500	Nos.				
8.	Single Mode 48 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (48F) Frame including splice for termination	500	Nos.				
9.	Single Mode 96 Port (Duplex connector)	100	Nos.				

	LIU/Fibre Patch Panel/Fibre Distribution (96F) Frame including splice for termination						
10.	1 GBPS SFP (Universal)	10000	Nos				
11.	1 Gbps Dual Fibre Multimedia converter with power adapter	20000	Nos				
12.	2 Meter SM OFC Patch Cord (Duplex)	10000	Nos.				
13.	5 Meter SM OFC Patch Cord (Duplex)	10000	Nos.				
14.	10 Meter SM OFC Patch Cord (Duplex)	10000	Nos.				
15.	Fiber Pigtails Single Mode	100000	Nos.				
16.	CAT6 Patch Cords Factory Crimped-2Mtrs	10000	Nos.				
17.	HDPE Duct including accessories like end caps, Rubber bushes, Sockets/Couplers etc.	2500000	Mtr				
18.	DWC Pipe	Qty as Per Requirement					
19.	PVC Pipe	100000	Mtr				
20.	GI Pipe 2" (For single duct)	50000	Mtr				
21.	GI Pipe 4" (for double duct)	50000	Mtr				
22.	Jointing Closure (for Underground and Overhead OFC)	Qty as Per Requirement					
23.	Galvanized Steel Poles 8 Mtr including all accessories, erection and installation	500	Nos.				
24.	Route Indicator	20000	Nos.				
25.	Electronic marker	20000	Nos.				
26.	Manhole/Jointing Chambers	5000	Nos.				

27.	Project Manager for 36 months	1	Nos.				
28.	Helpdesk Executive for 36 months	5	Nos.				
29.	Rate per meter for HDD, Excavating Trenches, Molling to a depth of 165 cm including laying upto 2 HDPE duct, Back filling with or without protection , Ramming, as per RFP Scope.	2000000	Mtr				
30.	Rate per meter for pulling of OFC/Hybrid OFC through HDPE pipe, Sealing of HDPE pipes by Rubber bushes including installation and termination of LIUs. As per RFP scope.	1900000	Mtr				
31.	Rate per meter of laying ADSS OFC / Hybrid OFC Overhead with all accessories including loop clamp, tiger punch, alignment clamp, joint closure, Suspension helix, tension Helix, Turn Buckle and etc.	100000	Mtr				
32.	Rate per meter for in building/roads laying of OFC through hammering/chiseling (including works, Fitting of HDPE, cable pulling , RCC/Bitumen filling) as per the scope defined in the RFP.	20000	Mtr				
33.	Rate per meter for in building laying of OFC through PVC pipe and fitting as per the scope defined in the RFP.	100000	Mtr				

Draft RFP for Rate Contract for Design, Laying, Testing, Commissioning and Maintenance of Optical Cable Network in State of Rajasthan on turnkey basis through Open Competitive Bidding (e-Tendering).

34.	Rate Per meter of OFC Maintenance charges for 3 years as defined in the RFP Scope.	3100000	Mtr				
35.	Total (In figure)						
36.	Total (In words)						

***Mandatory**

- Maintenance cost shall not be less than 3% per year, i.e. the minimum maintenance cost for 3 year shall be at least 9% of capex value. In-case, any Bidder(s) quotes less than 3% per year than the payment of capex shall be readjusted towards maintenance.
- The prices offered by the Bidder(s) for various items will be evaluated on composite basis i.e., price of all offered items shall be added together and the Bidders shall be designated as L-1, L-2, L-3 etc.
- GST shall be payable as per the prevailing rates.

ANNEXURE-16: Division wise details of new OFC work (estimated)

Sr no	Division	Approx. total route length (In KM)
1.	Ajmer Division	400
2.	Banswara Division	250
3.	Bikaner Division	300
4.	Bharatpur Division	350
5.	Jaipur Division	400
6.	Jodhpur Division	300
7.	Kota Division	500
8.	Pali Division	550
9.	Sikar Division	300
10.	Udaipur Division	500
Total		3850

Note: This is the estimated quantity. The same may be increased or decreased at the time of issuing of work order for the respective district.