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**Request for Proposal (RFP) for
Selecting Agencies for Setting-up of Centre of Innovation & Research
in Digital Design at
Rajasthan Institute of Advanced Learning (RIAL)**

[NIB No. F4.15(10)/RISL/Services/2023/3172 Dated:27th July, 2023]

[Last Date and Time for Submission of RFP: 01th Sep., 2023 up to 15:00 hrs.]

[To be opened on 01th Sep., 2023 at 15:30 hrs.]

Name of the Bidding Company/ Firm:			
Contact Person (Authorized Bid Signatory):			
Bidders Correspondence Address:		_____ _____ _____	
Website/ Email			
Telephone No.:		Fax No.:	

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ 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	Security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	A Bidder could be any firm/ agency/ company participating independently in the bidding process with the procurement entity referred to as the "Sole Bidder" OR A bidder could be any firm/ agency/ company participating in the bidding process in consortium duly authorized by members of consortium to participate in bidding process is referred as "Lead bidder"
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
Centre of Innovation & Research (CoIR)	Centre of Innovation & Research (CoIR) or Futuristic/ Advanced Centre(s) or Advanced Technology Labs in Digital Design fostering Research & Development, Training & Education, Collaboration & Sharing, Design Prototyping & Development, Industry Partnerships, Innovations, and other related activities
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decisions in a matter relating to procurement. Managing Director, RISL in this bidding document.
Contract/ Procurement Contract	Contract means the Agreement entered between the Procuring entity and the successful bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
Contract Document	Contract Documents means the documents listed in the Agreement, including any amendments thereto.
Project commencement / operationalization	The Contract/ Project Period shall commence from the date of issue of Project Commencement Order – PCO or (FAT/ Go Live).
Contract Price	"Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract
Completion	Completion means the fulfilment of the related services by the successful bidder in accordance with the terms and conditions set forth in the Contract.
Digital Design	A type of visual communication that presents information or a product or service through a digital interface like computer aided design, graphic design, UI/UX design to name a few
Day	A calendar day as per GoR/ Gol.

Delivery	Delivery means the Installation/ Set-up of required Hardware & Software along with deployment of proposed resources from the successful bidder to the Procuring entity in accordance with the terms and conditions set forth in the Contract.
RISL/ RIAL	RajCOMP Info Services Limited (RISL)/ Rajasthan Institute of Advanced Learning (RIAL) The designated procuring entity, as outlined in this Request for Proposal (RFP), is RISL. Upon the formal establishment of RIAL as a Section 8 company, it is duly acknowledged that all contractual obligations presently undertaken by RISL through this Request for Proposal (RFP) will be appropriately transferred to RIAL.
FAT / Go Live	Final Acceptance after Testing
Gov/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	Goods means all of the hardware, software, raw material, tools and equipment, and/or other materials that the successful bidder is required to supply to the Procuring entity to set up the CoE under the Contract.
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bids and request for proposal)
INR	Indian Rupee
IT	Information Technology
ITB	Instruction to Bidders
Knowledge Partner	Knowledge Partner is referred to any legal business, institution or any other organisation that the bidder works with to support its educational and research endeavours, contributes specialised knowledge, expertise, curriculum creation, faculty/ trainer training, applicant assessment and evaluation, and other expert resources to the CoE
LD	Liquidated Damages
LoI	Letter of Intent
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette of Rajasthan
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extends 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 the award of projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Procuring Entity/ Agency	In this case ‘RISL/ RIAL’ means the entity inviting bidders for proposed CoE in Digital design to install, set up, operate and maintain the required goods and related services, as specified in the bidding document.
PSD	Performance Security Deposit/

Candidate Life Cycle	Candidate Life Cycle is the process that starts from pre-enrolment through retention and candidate engagement and then on to graduation / completion of course and post-graduation achievement.
Related Services/ Services	“Related Services” means the services incidental to the supply of the goods and services such as training, consultancy, research & development, maintenance, advisory services, insurance, installation, and initial maintenance, any service classified or declared as such by any procuring entity and other similar obligations of the successful bidder under the Contract.
RIAL	Rajasthan Institute of Advanced Learning
RISL (RajComp)	RajCOMP Info Services Limited
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 sometimes refers to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	https://sppp.rajasthan.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services, or works
Successful Bidder	Successful bidder means the private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring entity and is named as such in the Agreement and includes the legal successors or permitted assigns of the successful bidder.
Technology Partner	Technology Partner(s) refers a company/ organization with complementing technologies/ machinery/ knowledge which supports the bidder in certain specific activities of the project to enhance the overall project/ delivery.
Revenue	All financial gains / earnings (Before Subtracting any expenses) from the activities performed by successful bidder through or in account of CoIR.
TIN	Tax Identification Number
TPA	Third-Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

Date: 27/07/2023

Ref. No.: F4.15(10)/RISL/Services/2023/3172

Unique Bid No.: RIS23245LOB00038

Name & Address of the Procuring Entity	a) Name: RajCOMP Info Services Limited (RISL) b) Address: 1 st Floor, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan
Name & Address of the Project Officer In-charge (POIC)	a) Name: Sh. Darbari Lal b) Designation: Additional Director c) Address: 1 st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan d) Email: darbarial@rajasthan.gov.in
Subject Matter of Procurement	RFP for Selecting Agencies for Setting-up Centre of Innovation & Research in Digital Design at Rajasthan Institute of Advanced Learning (RIAL)
Bid Procedure	Single-stage Two-part open competitive eBid procedure at https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Low Cost Based Selection (LCBS)
Websites for downloading Bidding Documents, Corrigendum, Addendums etc.	a) Websites: https://eproc.rajasthan.gov.in b) Bidding document fee: Rs. 5,000/- (Rupees Five Thousand only) in Cash/ Demand Draft/ Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur". c) RISL Processing Fee: Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) in Demand Draft/ Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated cost	INR 8,00,00,000/- (Rupees Eight Crore Only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): 16,00,000/- (Rs. Sixteen Lac Only) Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, of a Scheduled Bank
Period of Sale of Bidding Document (Start/ End Date)	a) From: 27 th July, 2023 b) To: 25 Aug. 2023 upto 15:00 hrs.
Date/ Time/ Place of Pre-bid Meeting	e) Date/ Time: 2 Aug. 2023 at 11:30 AM f) Place: Conference Room, Ground Floor, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan
Manner, Start/ End Date for the submission of Bids	a) Manner: Online at eProc website (https://eproc.rajasthan.gov.in) b) Start Date: 10 Aug. 2023 15:00 hrs. c) End Date: 25 Aug. 2023 upto 15:00 hrs.
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security and Processing Fee	From 17:00 PM onwards on 27 th July, 2023 and up to 15:00 PM on 25 Aug. 2023 at Board Room, RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Technical Bid Opening	a) Date: 25 th Aug. 2023 b) Time: 15:30 hrs. c) Place: Board Room, First Floor, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan
Bid Validity	120 days from the bid submission deadline

Note:

1. Bidder (authorised signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD/ Banker's Cheque for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2. 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).
3. 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 in advance so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
4. Bidders are also advised to refer "**Bidders Manual Kit**" available at eProc website for further details about the e-Tendering process.
5. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL 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, 1st Floor, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan
6. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
7. 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.
8. 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.
9. 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.

Signature: 
Group General Manager (Tech.)
RajCOMP Info Services Limited

Ref. No.: F4.15(10)/RISL/Services/2023/3829

Dated 24/08/2023

Corrigendum

The dates for submission of Bids, Bidding Document Fees and Date/ Time/ Place of technical Bid opening for the Request for Proposal (RFP) for Selecting Agencies for Setting-up Centre of Innovation & Research in Digital Design at Rajasthan Institute of Advanced Learning (RIAL) (NIB No.: F4.15(10)/RISL/Services/2023/3172 Dated: 27.07.2023) is being revised as follows:

Unique Bid No.	RIS2324SLOB00038
Period of Sale of Bidding Document (Start/End date)	Start Date: 27 th July 2023 End Date: 1 st September 2023 (till 3:00 PM)
Manner, Start/End Date of the submission of Bids	<ul style="list-style-type: none">• Manner: Online at eProc website (https://eproc.rajasthan.gov.in)• Start Date: 10th August 2023 (03:00 PM onwards)• End Date: 1st September 2023 (till 3:00 PM)• Venue: Office of RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)
Submission date of Demand Draft for Bidding Document Fees	<ul style="list-style-type: none">• 1st September 2023 (till 3:00 PM)
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none">• Date: 1st September 2023• Time: 3:30 PM• Venue: Board Room, First Floor of RISL, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)

This date modification will supersede all references made to this regard.



(Darbari Lal)

Additional Director

2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 Background

Rajasthan has taken numerous initiatives in recent times toward emerging as a knowledge-driven economy. With the aspiration to become a knowledge-driven economy, the State Government has made a budget announcement (refer to point no. 47 of the budget speech for FY - 2020-21) of setting up a “**Rajasthan Institute of Advanced Learning (RIAL)**” in Jaipur. Rajasthan Institute of Advanced Learning (RIAL) is proposed to be a state-of-the-art Research & Development facility, world class facility for training & certification equipped with futuristic labs in Advanced Technologies in various sectors in collaboration with leading industry partners. The proposed institute will operate as a one stop solution catering to various stakeholders like academia, Industries and Start-ups offering/ catering to hone their skills and develop the necessary technology. It would also serve as a regional catalyst for economic transformation through applied research, advanced learning, and economic development.

2.2 Objectives of RIAL

- Give impetus to research, technology development, prototyping, product development, technology incubation and entrepreneurship using various advanced technologies like AI/ ML, IoT etc. in the areas of, Electronics System Design & Manufacturing (ESDM), Medi-Tech, Climate-Tech , Digital Design, Drone Tech and so on.
- Develop a state-of-art research, development, and testing facilities/ laboratories for advanced algorithms, application, and methods in aid of advanced technologies in various sectors like Electronics System Design & Manufacturing (ESDM), Medi-Tech, Climate-Tech , Digital Design, Drone Tech etc. for immersive visualization and betterment of the sector.
- Develop application platforms for technical consulting and solutions to industries/ end users/ startups and designing short- and long-term courses based on the industry needs and relevance.
- Produce new generation entrepreneurs and incubates, who are ready to reap the benefits of the incubation and start-up facilities.
- To offer extension to academia, students, industry, and entrepreneurs in terms of research, developing new technologies, extending servicing, developing skills, developing prototypes, and improving the overall governance by being the one-stop solution.
- To set up Common Facilities Centre (CFC) to help in the process of innovation and translation of the technology to prototyping and product as well as to extend the services to the start-ups and industries for quality and reliability assessment of their products.

To achieve its vision of being a state of art futuristic labs, RIAL wishes to undertake an outside-in approach. This approach differentiates itself from conventional institute approach (inside – out) which is often compliance led and built around processes. An outside-in approach is anchored around industry/ academia trends in the

industry. Various levers of an institute functioning such as infrastructure, curriculum, faculty, admission, and examination processes not just align themselves but are designed as per the industry trends. The various compliance, leading practices and other trends and policies are hence modulated to the design of the industry trends and specific needs.

2.3 Proposed Key Activities of RIAL

<p style="text-align: center;">RESEARCH</p> <ul style="list-style-type: none"> ◦ World class labs with international standards for research scholars of premium institutes like IIT, NIT and IISC etc. ◦ Extended support to MSME and Start-ups for R&D ◦ Launching incentive schemes and fellowship programs to promote research ◦ Publication of articles, research papers, magazines, periodicals, and bulletins 	<p style="text-align: center;">CONSULTING</p> <ul style="list-style-type: none"> ◦ Providing state of -art-labs on Advanced Technologies ◦ Technical consultation to various Industries/ Academic Institutions/ Start-ups ◦ Curriculum consultation support to various professionals and academic institutions. ◦ Boot camps and Technical incubation for Strat-ups ◦ Consultation to MSMEs for core and technical business processes ◦ Workshops to advise businesses towards design and development, implementation and management of new technologies introduced in the sector
<p style="text-align: center;">TRAINING</p> <ul style="list-style-type: none"> ◦ Professional, certificate and diploma programs with super specialization facility ◦ FDP (Faculty Development Programs) and training of trainers on advanced technology ◦ Internship for technical students ◦ Knowledge management portal 	<p style="text-align: center;">COMMON FACILITY CENTRE</p> <ul style="list-style-type: none"> ◦ Providing advanced labs as Common Facility Centre (CFC) to industry/ end user ◦ Sectoral tech talks by sectoral leaders for all stakeholders ◦ Signing up MOU's with concern Govt. Departments to converge Govt. Schemes ◦ Promotional campaigns in industry clusters ◦ Formation of sectoral network body of sector's likeminded people ◦ Lab space for start-up for product prototype testing and development

2.4 Sectoral focus in RIAL

Potential Sectors in Rajasthan for establishing Centre of Innovation & Research/ Advanced Labs in RIAL include:

- Electronic System Design & Manufacturing (ESDM)
- Med – Tech
- Agri – Tech
- Climate and Renewal Energy

- Drone-Tech
- Digital Design
- Automobile, Auto Component & EV
- Gems & Jewellery
- Any other relevant sector promoted by Investment Rajasthan Summit(s)

2.5 Potential Participants of RIAL

Potential Participants of Rajasthan Institute of Advanced Learning include:

- Government/ Nodal Departments
- Students
- Employers (Mobilization, Assessment, Faculty, Employment, Internship, Industry Exposure)
- Educational Institutions/ Universities
- Industry Partners
- Startups / Entrepreneurs

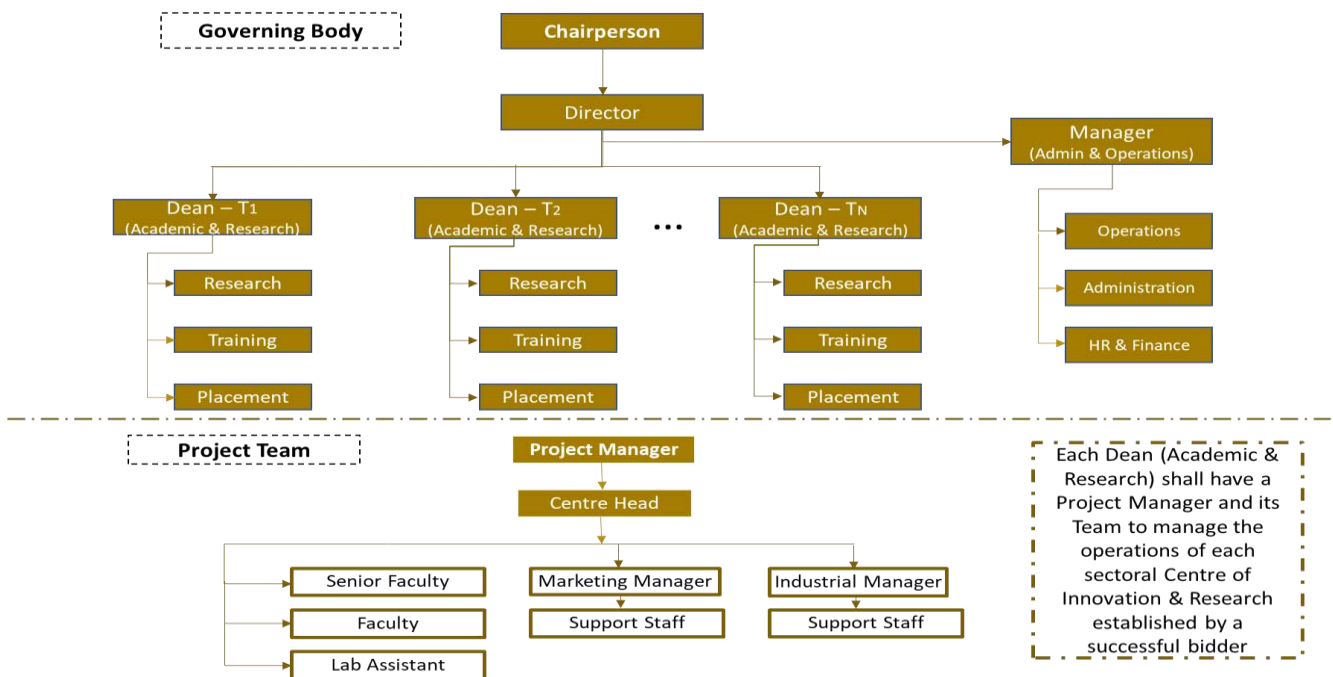
2.6 Powers and Functions of RIAL

The powers and functions of the Institute shall include the followings:

- Undertake activities related to research, technology development, prototyping, product development and technology incubation in emerging technologies in identifies sectors independently/ under collaboration with the research orgnaisations of global repute
- Extend relevant technical consultancy services to the Govt. Organisations/ Industries/ Startups, etc.
- Establish, maintain and administer Centres of Teaching and Research, Centre of Innovation & Research, libraries or other things to achieve the objectives of the Institute
- Promote publication of works of merit and research and creation of intellectual properties through filling of patents.
- Offer training in multiple levels i.e. certificate, diploma under super specialty branches of technologies and allied sciences with the provisions for carrying out research.
- Award of diplomas, certificates, and other academic distinctions.
- Enrolment of students to the various courses of study and to conduct examinations or tests and lay down conditions in respect thereof,
- Conduct formative and summative assessments/ examinations for and to grant and confer certificate, diplomas and others academic distinctions to and on persons who - have pursued a course of study, or have carried on research in/with the Institute.

- Collaborate with the industries and develop a robust ecosystem for enhancing the employability of the students enrolled in the regular programmes and providing gainful employment opportunities to each eligible student from the Institute
- Decide and collect fees and other charges for the academic programs / other services offered
- Award scholarships, fellowships (including travelling fellowship), studentships, stipends, medals and prizes following the regulations.
- Create teaching, administrative, technical and other necessary posts as required and make appointments thereto.
- To confer honorary degrees or other academic distinctions.

2.7 Organizational Structure



▪ Governing Council

The Governing Council (GC) is the final approval authority for RIAL. It comprises of the representatives from the Government of Rajasthan, academia, and industry bodies. The Governing Council headed by the Chairperson of the institute, is coordinated by the Director as the Member Secretary, and supported by other members.

i. Chairperson

The Chairperson is responsible for the leadership of the Council and ultimately for its effectiveness. S/he would ensure that, where responsibility is delegated to committees and individuals in the interests of efficiency, appropriate reports are made back to Council on the discharge of those responsibilities.

ii. Director

The Director of the RIAL is the academic and administrative head of the Institution. He would be an eminent personality from the academia or Industry, having minimum 10 years of administrative experience in national/global level distinguished leading academic institution of emerging global importance and would have leadership qualities.

S/he direct and manage the development and strategy of the Institute, providing academic and strategic leadership, management and vision, by creating an environment which encourages excellence in research, teaching, outreach, day-to-day coordination, supports the welfare of research students and staff, and ensures the effective administration of the Institute's activities and resources.

The Director would also be expected to participate in the development and implementation of the strategy for Centre of Innovation & Research as a member of the leadership team and to contribute to RIAL's strategy and policy in appropriate areas.

iii. Dean – Academic & Research

For each sectoral Centre of Innovation & Research under RIAL, there would be a **Dean - Academic & Research** deputed. The Dean - Academic & Research shall be the head of the respective Centre of Innovation & Research and shall be responsible for the conduct and maintenance of the standards of research and testing in the centre.

S/he will coordinate and facilitate submission of research project proposals to various funding agencies by Principal Investigators and would also be responsible for their internal monitoring. Also, s/he will provide necessary guidance and encourage Faculties/researchers to write research project proposals and suggest incentives/other initiatives to the Director for the purpose.

The Dean – Academic & Research shall liaise with relevant international, national/ regional agencies/ organizations/ groups/ individuals for financial support and promotion of quality research in respective sectoral centre of Innovation & Research under RIAL.

iv. Manager (Admin & Operations)

The Manager (Admin & Operations) is a senior management role responsible for the overall efficient and effective management of RIAL's administration, its overarching general operations including financial and human resource management, program and event operations, oversight of governance arrangements, general administration, office management, and customer service.

2.8 Digital Design – a booming market space

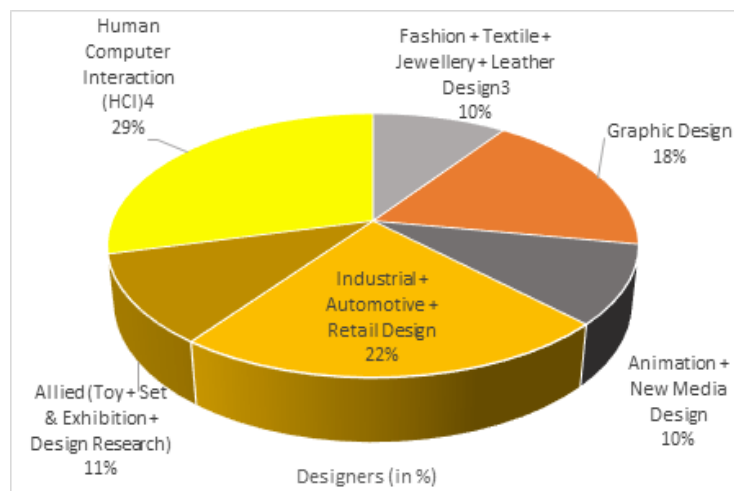
Design can transform the way we do things and result in new economic benefits and a better quality of life. The strategic nature of design helps solve problems in ways that are functionally and aesthetically pleasing and make economic sense. Design helps to improve quality and differentiation, offer world-class products and services, improve business efficiencies, productivity, and margins, increase revenues, and achieve higher market share and accelerated growth. The number of design companies is growing as also there is growth in existing companies. There is a good trend of designers opting to start their own setup. Hence many companies existing today are comparatively young. The existing companies are consolidating further by adding more services to their portfolio within diverse design disciplines.

Digital designing is an art of visual communication that comprises images, words, and ideas conveying information to an audience. Digital design has vital utility in web development in guiding users towards enterprise goals with the website. It is a modern tool to enhance customer engagement, strengthen brand recognition, and efficiently connect to the target audience.

- As per a research study conducted by Stanford University, around 75% of users acknowledged a company's credibility based on its website's design.
- More than 90% of users have found that visual appeal and website navigation has a huge influence on their first impression of a product.
- Additionally, recent trends such as retro visual content and animation in web designing are positively driving the demand for graphic design.

Sector Growth

- **Short Term (2023-2025):** The E-Commerce sector is booming, which may positively impact the demand for graphic artists to design mobile apps/websites. Post-COVID, various sectors have seen growth, which accelerated the demand for individual graphic designers.
- **Medium Term (2025-2028):** Growing number of start-ups and the development of small- and mid-sized organizations are expected to have a positive impact on market growth. Intense competition in the market will lead to the demand for professional graphic design firms to create more brand awareness in the market.
- **Long Term (2028-2032):** Introduction of advanced technologies along with favorable government norms promoting different industry verticals will accelerate market growth in the long run.



India is a large market and at the same unique as well. They vary in cultures, traditions, religions, customers, food, dress, etc. Also, the Indian consumer is becoming more demanding and assertive to get their aspirations satisfied.

<i>Design Disciplines</i>	<i>Designers (in %)</i>
Fashion + Textile + Jewellery + Leather Design	9.75
Graphic Design	18.09
Animation + New Media Design	9.64
Industrial + Automotive + Retail Design	22.63
Allied (Toy + Set & Exhibition + Design Research)	10.94
Human-Computer Interaction (HCI)	29.00

2.9 Key consideration areas for Bidder

S. No.	Key Consideration Areas	Detail
1.	Investment	<p>RISL/ RIAL shall setup the Rajasthan Institute of Advanced Learning (RIAL) at one of the prime locations of Jaipur city. RISL/ RIAL shall provide Land, Building, basic amenities (electricity, water, etc.) and other support services (housekeeping, building maintenance, etc.) for proposed Centre of Innovation & Research (RIAL).</p> <p>The successful bidder is expected to submit bid for setting up and operation (including required hardware & software and Human resource to be deployed) of CoIR in Digital Design. This includes delivery, installation, service, maintenance, update of hardware & software and deployment of human resource for overall operation control of proposed CoIR.</p>

S. No.	Key Consideration Areas	Detail
2.	Ownership Control	<p>The ownership of the Centre of Innovation & Research in Digital Design shall solely be under RISL/ RIAL. The successful bidder shall possess and maintain operational authorization of the Centre of Innovation & Research (CoIR) for the duration of the contract.</p> <p>Upon the satisfactory culmination of the contract period, it is imperative that all hardware and software procured by RISL/ RIAL shall unequivocally continue to be the exclusive property of RISL/ RIAL.</p> <p>In the event that contract termination occurs before the agreed contract period is fully completed, the management of ownership control regarding the provided hardware and software shall be conducted in strict adherence to the stipulations defined in Section 6.35 of the RFP.</p>
3.	Risk Sharing	<p>The successful bidder (Private partner) shall own the operational risk of the Centre of Innovation & Research to meet the SLA (as mentioned in Section 7.2) including Planning, Operations & Maintenance, Technology, Payment, Revenue, Handover, Change in Law/ Regulatory, Force Majeure and other associated risks involved in setting/ operations of the Centre.</p>
4.	Technical Collaboration	<p>This project would require high end technical expertise from the industry for setting up of such CoIR and its operation. The successful bidder is expected to partner / collaborate / tie-up with leading institutions and companies of digital design sector to bring in relevant technical expertise to setup and operate the institute.</p>
5.	Recurring Expenditure	<p>Procuring entity shall take care of recurring expenses on account of maintenance of building and other services required for the institute (as detailed at section 4.5). The successful bidder shall be responsible for recurring expenses for maintenance of the equipment installed / setup, update and service of installed software, expenses of manpower deployment and other operations expenses (as detailed at section 4.5)</p>
6.	Marketing	<p>The successful bidder is expected to market the CoIR amongst students, start-ups, MSME, industries, service sector, etc. through meaningful marketing tools and processes approved by the procuring entity</p>
7.	Tenure	<p>The technologies in Digital Design are transforming rapidly, therefore, the initial SLA shall be considered for a period of 5 year & can be extended to further 30 months on the basis of performance of bidder and requirement of the project on mutually agreed terms and conditions.</p>

3. QUALIFICATION / ELIGIBILITY CRITERIA

3.1 Eligibility Criteria of Bidders

For determining the eligibility of Bidders hereunder, the following shall apply:

- I. The Bidder for qualification and selection may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Consortium.

A Consortium of maximum three members shall be allowed to participate for the proposed work under this RFP. Any of the members can demonstrate technical experience for qualification purpose. However, only Lead Bidder's credentials shall be considered for the Financial criteria / qualification (Turnover & Networth)

In a consortium, one of the parties shall be designated as a "Lead Bidder" and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members. The Lead Member of the Consortium is required to make and maintain a significant investment, representing the majority percentage interest, in the Consortium throughout the Lock-in Period, which coincides with the entirety of the Project/ Contract Period as outlined in the Request for Proposal (RFP) document.

Every member of the consortium shall be equally responsible and jointly & severally liable for successful completion of the entire project.

- II. Qualification of Bidder will be based on meeting the minimum eligibility criteria specified below (refer Section 3.2) regarding the Bidder's Eligibility, Technical Experience and Financial requirement as demonstrated by the Bidder's responses in the corresponding Bid Schedules. The bid can be submitted by a single entity or consortium of firms/ companies.
- III. The procuring entity shall assess the capacity and capability of the bidder to successfully execute the scope of work covered under this RFP within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work (iii) manpower and financial resources; (iv) details of quality control systems in place; (v) past experience and performance etc.
- IV. The Bidder or any member of the Consortium should not have been blacklisted/ debarred by any Department or Undertakings of the Government of Rajasthan or the Central Government or any other State Governments or Union Territories in the last 5 (Five) years.

3.2 Qualifying Requirements

A bidder, at the time of bidding, participating in the electronic procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Category	Minimum Requirements	Evaluation Documents Required
1	Legal Entity	<p>The bidder should be: -</p> <p>A Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement</p> <p style="text-align: center;">OR</p> <p>A company registered under The Companies Act 2013</p> <p style="text-align: center;">OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p style="text-align: center;">OR</p> <p>A Limited Liability Partnership firm registered under The Limited Liability Partnership Act, 2008</p> <p style="text-align: center;">OR</p> <p>A Societies formed under Society Registrations Act, 1860 or The Rajasthan Societies Registration Act, 1958</p> <p style="text-align: center;">OR</p> <p>A Trusts registered under Indian Trust Act 1882 / Public trust registered under state specific laws for trust registration</p> <p style="text-align: center;">OR</p> <p>Institutes of National Importance declared by the relevant Act and their subsequent amendments</p>	<p>Copy of valid Registration / Incorporation Certificates</p> <p><i>(In case of consortium)</i> <i>Registration / Incorporation certificate of all the consortium members and Consortium Agreement (Duly notarized)</i></p>
2	Financial Turnover	<p>Average Annual Turnover of the Bidder / Lead Bidder (In case of consortium) during the financial years 2019-2020, 2020-21, 2021-22 or 2020-21, 2021-22, 2022-23 (as per the audited balance sheets), should be at least Rs. 18 Crores.</p>	<p>Statutory Auditor Certificate (As per Annexure – 17)</p>
3	Financial Net Worth	<p>The net worth of the Bidder / Lead Bidder (In case of consortium), as on 31st March 2022, should be Positive.</p>	<p>Statutory Auditor Certificate (As per Annexure – 18)</p>

S. No.	Category	Minimum Requirements	Evaluation Documents Required
4	Other Financial documents / certificates	The Bidder must have valid PAN and GST registration (Lead Bidder in case of Consortium)	Copies of the Registration certificates
5	Technical Experience <i>(In case of any Bidder proposing technical know-how through Tie-up with the technology provider, a copy of the Agreement with such technology provider to be furnished providing assurance to the Authority to work together.)</i>	<p>For demonstrating technical capacity and experience (the “Technical experience”), the Bidder/ any Member of the Consortium or Technology Partner should have:</p> <ul style="list-style-type: none"> ▪ Expertise and practical knowledge in establishing, operating, and maintaining a Centre or Institute in the Digital Design sector. This centre or institute should be dedicated to promoting Research & Development, Training & Education, Collaboration & Sharing, Design Prototyping & Development, Industry Partnerships, Innovations, and other related activities. bidder should have a track record of establishing, operating, and maintaining such centres for at least two consecutive years within the last five years, until the RFP publication date, with a minimum INR 1 crore project value or revenue generated from the centre. ▪ Supplied required (Digital Design) hardware, software, and other associated accessories in any institute/ university/ Government PSUs/ Private entity within at last 5 years from the date of publication of the RFP with minimum value of INR 1 Cr. ▪ Number of candidate trained (Diploma / Certification) in digital design sector in last 5 years (The minimum required duration for courses shall be 40 hours for student programmes and 20 hours for Faculty Development Programmes .) (Candidate should have been trained by the bidder / any member of consortium / technology partner / authorized channel partner of bidder [Bidder authorization letter / agreemetn / any supporting document ot be furntished in this case]) 	<p>Annexure-15 (For each Institute / Centre supported with relevant copy of Work Order / MoU / Agreement)</p> <p>AND</p> <p>Successful/ Partial Work Completion Certificate(s) from the Client OR Self-Certification regarding Successful/ Partial Work Completion duly verified by a Statutory Auditor along with his Reg. No. and Seal.</p> <p>Annexure 15.A (Supported with Copy of Purchase order / Bills of supply / Agreement of sale)</p> <p>Annexure 15.B (Supported with relevant copy of Work Order / MoU / Agreement)</p>
6	Mandatory Undertaking	<p>The bidder, at the time of bidding, should: -</p> <ul style="list-style-type: none"> • Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a 	A Self Certified letter as per Annexure-5: Self-Declaration

S. No.	Category	Minimum Requirements	Evaluation Documents Required
		<p>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.</p> <ul style="list-style-type: none"> • Not have, and their directors and officers have not 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 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. • Not have a conflict of interest in the procurement in question as specified in the bidding document. • Comply with the code of integrity as specified in the bidding document. • Should not have been blacklisted by the Central or any State Governments or Government undertakings 	<p>AND</p> <p>Undertaking on Being Not Blacklisted Annexure – 2</p> <p>(All members in case of Consortium)</p>

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

- a) the procuring entity shall disqualify a bidder as per the provisions under “Section: Exclusion/ Disqualification of Bids as per 5.29; and the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK

4.1 Broad scope of work for the Bidder

- 4.2** Government of Rajasthan intends to set up “Centre of Innovation & Research in Digital Design” at Rajasthan Institute of Advanced Learning (RIAL), which shall be a Section-8 company under the aegis of Department of Information Technology & Communication, Government of Rajasthan in Jaipur. This Centre would act as Training, Research, Consultancy, and industry facilitation centre for youth and industries/ start-ups for the state of Rajasthan.
- 4.3** The Request for Proposal is being published by The Department of IT & Communication, Government of Rajasthan for inviting offers from eligible bidders. The RFP intends participations from the reputed organizations having experience in setting up of Centre of Innovation & Research in Digital Design and utilization of this Centre in the form of Training, Research, Consultancy, and Industry facilitation Centre.
- 4.4** The selected partner will have to ensure that the entire Center is made operational with the IT Hardware & Software mentioned in the bid. The selected partner shall ensure to run the center for a minimum period as defined in the bid.
- 4.5** In case, if the Bidder/ Consortium does not have in house expertise/ experience required as per the RFP, the Bidder/ Consortium may partner with Technology Partner(s) who possess required expertise/ experience for setting up and operationize Centre of Innovation & Research in Digital Design technology. A copy of agreement/ MoU in that regard should be submitted by the bidder along with Manufacture Authorization Form (MAF) as mentioned in Annexure 8 of this RFP.
- 4.6** The Bidder/ Consortium may work with Knowledge Partner(s) to strengthen and support its educational and research efforts in the proposed Centre of Innovation & Research. The Knowledge Partner is intended to support faculty growth, Curriculum Development, R&D, Industry Partnerships, etc. The precise agreement between the Bidder/ Consortium and the Knowledge Partner shall determine the form and extent of the partnership. In order to improve the educational experience and outcomes for students, it is intended to establish a relationship that is synergetic for both sides.

Further role/ scope of bidder is defined in subsequent sections in the RFP document. The broad scope of work of the partner under this bid shall be as below:

4.1.1 Investment & Revenue

- i) Arrange necessary funds for setting-up of Centre of Innovation & Research in Digital Design at RIAL and its operations. This would include initial funding for setting up lab, purchase of equipment, software, manpower deployment cost, etc.
- ii) End to end Project management for setting up of Centre of Innovation & Research in the proposed sector

- iii) Designing revenue model to make the Centre of Innovation & Research self-sustainable during, and post the contract period
- iv) Submission of compliance report to Procuring Entity for periodic audit of the centre
- v) Propose course rate/ fee structure for offered courses, research and services in accordance with the process and systems designed by RIAL.

4.1.2 Technology

- i) Deployment of state of the art sectoral technology/ specification for setting up of the Centre of Innovation & Research
- ii) Deployment of the equipment/ software as per the latest industrial standards
- iii) Continuous updation/ upgradation of the technology/ equipment/ software
- iv) Technical advisory support for R&D, incubation in relevant domain, boot camps for startups & capacity building
- v) Design of course curriculum and learning materials on relevant technologies

4.1.3 R&D, Training and Operations

- i) Conduct R&D on priority research areas as well as emerging technologies
- ii) Drive Technology Consulting for industries, institutions & start-ups
- iii) Establish international collaborations with globally leading Universities/ Institutes/ R&D Centres/ Industries for certification & research
- iv) Design and conduct various certificate/ diploma courses in coordination with RIAL
- v) Recognition & Accreditation for offered courses from relevant authorities
- vi) Content Development for the courses including e-learning courseware
- vii) Takeup brandbuilding and marketing for the Centre of Innovation & Research among industries, research scholars, academic institutions, Students, MSME, Start-ups, etc.
- viii) Mobilizing and registering the students/ research scholars etc. for the certificate/ diploma/ other courses under the Centre of Innovation & Research
- ix) Provide training on relevant technologies, capacity building for human resources/ students from various Govt., Non- Govt., Industry and Institutes
- x) Employability assistance/ support to the trainees
- xi) Ensure end to end management of activities during the training life cycle
- xii) Centre Management and handling of day-to-day operations at the Centre and Deployment of required manpower

4.2 Role & Responsibilities of the Bidder/ Lead Bidder

- a. It shall act as proposer, implementer and system integrator for the overall project in active collaboration and assistance with its Technology/ Knowledge Partner (as applicable).
- b. The successful bidder would be responsible for setting up “Centre of Innovation & Research in Digital Design” in line with latest technology requirements and making the Centre self-sustainable.
- c. Develop Industry Facilitation Centre at RIAL and promote the same in various Industry/ Startups/ MSME clusters along with technology consulting.
- d. Conduct need based/ on-request training programs to cater to specialized requirements of MSMEs and startups registered under Govt. of Rajasthan and other Government departments / startup clusters
- e. The successful bidder will promote and extend research facilities for research scholars either from academics and/ or industries as and when required
- f. Develop certificate/ diploma courses, course content, course work, manuals, standard operating procedures (SOPs) and standard to disseminate the same with the overall intent of improving an individuals associated with the sector.
- g. The Successful bidder will explore industry linkages for apprenticeship and on-the-job training programs and placement support.
- h. Any other responsibility as envisaged at later stage of the project mutually agreed between bidder/ vendor and Procuring entity
- i. A copy of the signed Agreement / MoU between the lead bidder and the technology/ knowledge partner (as applicable) to be furnished by the lead bidder at the time of bid submission to assure the authority that the technology/ knowledge partner along with the bidder will ensure delivery of services as per the scope of this CoIR.
- j. It shall setup, operate and maintain **Centre of Innovation & Research** including necessary equipments, Practical Labs, Design Incubation Centre & Experience Centre on the below mentioned segments:
 - a. User Experience and Interface Design Lab (UI/ UX)
 - b. 3D Design with Advanced Texturing Lab (DA)
 - c. Visual Communication Design Lab (VC)
 - d. Augmented Reality (AR) and Virtual Reality (VR) Lab
 - e. Motion Design Lab (MD)
 - f. Digital Architecture Lab (DA)
- k. Supply, Install, Test, Integrate and Commission the hardware, software, and courseware. Details of the Hardware & Software are given in Annexure – 1, 1.1
- l. It shall deploy experienced manpower as per the requirement of centre (As detailed at Annexure-1, 1.1)
- m. It shall conduct training of faculties/ trainers on Technologies and all other supplied products
- n. It shall assist RIAL for smooth conduct of the academic programs through:

- Enrollment of students for training courses & provide course material
 - Training the students on supplied products and courseware
 - Fixation of fees for the courses
 - Certification of students upon successful completion of the training as may be agreed between the procuring entity and the successful bidder.
- o. It shall operate and maintain the Centre of Innovation & Research for a duration of 5 years as per the SLA. The responsibility of Operations & Maintenance begins from the date of the FAT or the Go-live setup. At the end of Project/ Contract period, it is obligated to provide guidance and support to the trained staff of the procuring entity or any personnel identified, nominated, or informed by the procuring entity.
- p. It shall operationalize the project within 60 days from the date of issuance of Letter of Intent (LoI) and on providing access of the ready site at the demarcated institutions/ locations, whichever is later.
- q. It shall deploy its experienced personnel at Centre of Innovation & Research as per the details mentioned. It shall provide and impart training at RIAL on all the working days in a year except National Holidays.
- r. It shall provide progress report on implementation of the project & utilization certificates of the assistance granted by the procuring entity from time to time.
- s. It shall be responsible to comply with all the appropriate laws/ statutory rules and regulations including, but not limited to, all labour and/ or welfare legislations as may be applicable in the State of Rajasthan, in respect of its personnel deployed for imparting training at the RIAL.
- t. For the proposed courses and services to be offered to Industry, Start-up, MSME and students, bidder shall submit the fee structure to RIAL for approval.

4.3 Role of the Technology/ Knowledge Partner

- a. The Lead Bidder may collaborate with a technology/ knowledge provider offering their technical expertise in the field of digital design in order to provide additional value and quality of service. The technology/ knowledge partner will sign a Memorandum of Understanding (MoU)/ Agreement with the lead bidder and to assure the Authority that it along with the lead bidder will ensure delivery of services as per the scope of this Centre of Innovation & Research.
- b. It shall act as technology partner and program advisor to the Lead Bidder for successful implementation and operation of the project.
- c. It may provide the experience credentials required under eligibility criteria for bidder
- d. It shall train and certify Bidder's faculty/ trainers to be posted on-site at the Centre of Innovation & Research and/ or provide faculty/ trainers by itself to be posted on-site at the Centre of Innovation & Research.
- e. It shall monitor the quality of the training imparted by the implementer and shall actively assist and collaborate with the successful bidder for the overall implementation and operation of the Centre of Innovation & Research

- f. It shall participate in the overall governance of the centres both at the State level and Local level.

4.4 Role of RISL/ RIAL

The RISL/ RIAL will demarcate the required area for the set-up of the labs and provide the necessary infrastructure as per project specifications outlined in the proposal, including electricity, water, plumbing/ pneumatic piping, furniture, fixtures and adequate security, building maintenance and internet for the labs.

4.5 Service Matrix

List of servicers to be managed by RIAL / Successful Bidder

S.N.	Service area	Service Delivery	Prime Responsibility
1	IT Services	Providing technical support and assistance to lab members for IT-related issues, troubleshooting hardware or software problems, and addressing user queries, conducting regular maintenance tasks such as software updates, security patches, and hardware upgrades to ensure optimal performance of lab IT infrastructure, implementing cybersecurity protocols, including antivirus software, firewalls, intrusion detection systems, and regular security audits, tracking and managing lab Hardware & Software assets, including inventory management, maintenance, and upgrades, ensuring compliance with software licensing agreements and managing software licenses to avoid any violations, and establishing a secure and reliable network infrastructure/ internet connectivity within the lab and across the premises, including wired and wireless connections.	Bidder
2	Student Support Services	Organizing comprehensive orientation programs to help new students transition smoothly into the institute, providing information on campus resources, academic policies, and student services, providing guidance on course selection, academic planning, and degree requirements to ensure students make informed decisions regarding their academic journey, collaborating with students to develop personalized support plans, including academic accommodations, exam modifications, and accessible learning materials, and assisting students in understanding and accessing financial aid options, including grants, scholarships, student loans, and work-study programs. Note: Learning Management System (LMS), Candidate Life Cycle, Web portal for RIAL, etc. shall be developed, managed and maintained by RIAL	Bidder
3	Facilities and Infrastructure Services	Buildings and Classrooms: Classroom spaces: Providing well-equipped classrooms with appropriate seating, whiteboards or smart boards, audio-visual equipment, and internet connectivity.	RIAL / GoR

S.N.	Service area	Service Delivery	Prime Responsibility
		<p>Lecture halls and auditoriums: Offering large-capacity venues for lectures, presentations, conferences, and events.</p> <p>Libraries: Maintaining libraries with a wide collection of books, reference materials, online databases, and study spaces for research and self-study.</p> <p>Information Technology (IT) Infrastructure:</p> <p>Wi-Fi and internet access: Providing reliable and high-speed wireless internet connectivity across the campus for students, faculty, and staff.</p> <p>Data centers and servers: Establishing data centers and server infrastructure to support the institution's IT systems, storage, and network operations.</p> <p>Campus Facilities:</p> <p>Administrative offices: Providing office spaces for administrative staff to carry out administrative tasks, student services, and coordination with various departments.</p> <p>Faculty and staff offices: Allocating office spaces for faculty members and staff to conduct research, hold office hours, and engage in administrative work.</p> <p>Common areas and lounges: Designating areas where students can gather, relax, collaborate, and engage in informal discussions.</p> <p>Food services: Offering dining facilities, cafes, or food courts where students, faculty, and staff can have meals and refreshments.</p> <p>Recreational and sports facilities: Providing sports fields, gymnasiums, fitness centers, and recreational spaces to promote physical activity and well-being (as applicable and if any)</p> <p>Facilities Maintenance and Operations:</p> <p>Housekeeping services: Ensuring cleanliness and upkeep of facilities, including classrooms, laboratories, offices, common areas, and restrooms.</p> <p>Maintenance services: Conducting regular inspections, repairs, and maintenance of infrastructure, including electrical systems, plumbing, HVAC (heating, ventilation, and air conditioning), and safety equipment.</p> <p>Groundskeeping and landscaping: Maintaining</p>	

S.N.	Service area	Service Delivery	Prime Responsibility
		<p>outdoor spaces, gardens, lawns, and landscaping to create an aesthetically pleasing campus environment.</p> <p>Waste management: Implementing waste disposal systems, recycling initiatives, and ensuring proper waste management practices across the campus.</p> <p>Safety and Security:</p> <p>Campus security: Implementing security measures, including access control systems, surveillance cameras, and security personnel to ensure the safety of students, faculty, and staff.</p> <p>Emergency preparedness: Developing and implementing emergency response plans, including fire safety protocols, evacuation procedures, and communication systems.</p> <p>Health and first aid: Establishing health centres or clinics to provide basic medical assistance, first aid services, and health-related resources for students and staff.</p> <p>Parking facilities: Allocating parking spaces for students, faculty, and staff and implementing parking regulations and permits as needed.</p>	
4	Financial Services	<p>Maintaining accurate and up-to-date financial records, including accounts receivable, accounts payable, general ledger, and payroll, managing and processing financial transactions such as invoicing, payments, reimbursements, and procurement, preparing regular financial statements, balance sheets, income statements, and cash flow statements to provide transparency and accountability to internal and external stakeholders, managing student financial accounts, including issuing student refunds, reconciling student balances, and providing financial counselling and support, conducting financial analysis, performance evaluations, and cost-benefit assessments to support strategic decision-making and resource allocation, and overseeing the investment of institutional funds, endowments, and reserves to maximize returns while managing risks.</p>	RIAL/ GoR
5	Administrative Services	<p>Managing payroll processes, salary administration, benefits enrollment, and employee recordkeeping, collecting, analyzing, and reporting data related to</p>	RIAL/ GoR

S.N.	Service area	Service Delivery	Prime Responsibility
		enrollment, student demographics, institutional statistics, and other administrative information, conducting research and analysis to support institutional decision-making, strategic planning, and policy development, and conducting research and analysis to support institutional decision-making, strategic planning, and policy development.	
6	Education & Training Services	These services will focus on providing quality education, imparting knowledge, and facilitating the intellectual and personal development of students. The cell will also provide training and professional development opportunities for faculty, staff, and administrators to enhance their teaching methods, leadership skills, and administrative competencies, employ diverse teaching methods, such as lectures, group work, case studies, experiential learning, and technology-enhanced instruction, encourage students to engage in research activities, assisting them in identifying research projects, and providing guidance throughout the research process, integrate academic learning with work experiences through structured co-op programs that combine classroom instruction with real-world work placements, and integrate academic learning with work experiences through structured co-op programs that combine classroom instruction with real-world work placements.	Bidder
7	Marketing & Communication Services	Establishing and maintaining the institution's and CoE's brand identity, including its mission, values, unique selling points, and positioning in the market, developing comprehensive marketing plans that outline goals, target audience segments, messaging, tactics, and evaluation methods, managing and leveraging social media platforms to engage with current students, alumni, prospective students, and the wider community, creating and distributing newsletters and publications to keep faculty, staff, and students informed about institutional news, policies, and events, and conducting surveys and gathering feedback from students, faculty, and other stakeholders to assess satisfaction levels, identify areas for improvement, and inform marketing strategies.	Bidder and RIAL / GoR

S.N.	Service area	Service Delivery	Prime Responsibility
		RIAL / GOR shall also support bidder in activities such as branding, advertising, events, social media management, etc.	

4.6 Terms of Reference

- 1) The established Centre of Innovation & Research in Digital Design shall contain a range of resources and facilities that enable & support training, research & development and innovation in the following fields:
 - **Research laboratories:** These labs should be equipped with state-of-the-art equipment and technology for conducting research in areas such as User Experience and Interface Design Lab (UI/ UX), 3D Design with Advanced Texturing Lab (DA), Visual Communication Design Lab (VC), Augmented Reality (AR) and Virtual Reality (VR) Lab, Motion Design Lab (MD), Digital Architecture Lab (DA) and promote responsible and efficient use of resources.
 - **Design and prototyping facilities:** These facilities should provide researchers and innovators with the resources and equipment needed to design, develop, and test new products and technologies.
 - **Training and education facilities:** These facilities should provide training and education in Digital Design-related fields, including courses, workshops, and hands-on training sessions for professionals, students, and researchers.
 - **Collaboration and networking spaces:** These spaces should be designed to promote collaboration and networking among researchers, innovators, and industry experts. This can include shared workspaces, conference rooms, and networking events.
 - **Intellectual property and commercialization support:** The centre should provide resources and support to help researchers and innovators protect their intellectual property and bring their ideas to market.
 - **Industry partnerships and engagement:** The centre should establish partnerships and collaborations with industry stakeholders, including manufacturers, suppliers, and technology providers. This can help researchers and innovators stay up to date on the latest developments in the field and develop solutions that meet industry needs.
 - **Funding and support:** The center may offer access to financial or service support for Digital Design-related research and innovation, fellowships, and seed funding for new ventures
- 2) The successful bidder/s should maintain quality of service (QOS) for all the deliverables, which shall be subject to audit from time to time by competent authorities as assigned by RISL/ RIAL. They are required to incorporate amendments and enhancements in the lab instruments and material as per changes in technology and market requirement during the contract period. Any technology upgradation, infrastructural change on site like equipment replacement, or installation of new

devices shall be intimated to RISL/ RIAL well in advance with justification and a formal approval has to be procured.

- 3) The bidder shall appoint required manpower / staff at RIAL, Jaipur to operate and maintain the Centre of Innovation & Research in their respective area of Technology for which they are responsible.
- 4) In case any course requires exposure visits for students or other trainees to industries for better understanding, the same should be encouraged by the successful bidder.
- 5) The performance of the successful bidder shall be evaluated annually based on parameters like training courses designed/ conducted, total revenue earned for procuring entity, number of Industries supported, number of participants trained, students employed, faculty deployed, faculty development programs conducted, feedback from students, etc. The successful bidder shall be required to enter into a SLA (Service Level Agreement) before initiation of the work as detailed at Section 7.2

4.7 Milestones, Timelines & Deliverables

S No.	Milestone	Timeline	Deliverable
1.	Issue of Letter of Intent (LoI)	T (Date of issuance of LoI)	NA
2.	Acceptance of Letter of Intent (LoI)	T+ 14 days	<ul style="list-style-type: none"> • Performance Bank Guarantee • Signing of Service Level Agreement (SLA)
3.	Issuance of Work Order	T+21	NA
4.	Inception Report	T+60 days	<ul style="list-style-type: none"> • Inception report • Submission of CVs of the proposed manpower (signed by HR) • Installation & Configuration Certificate duly signed + stamped by designated team of RISL/ RIAL officials as outlined in the bid • Deployment Certificate duly signed + stamped by designated team of RISL/ RIAL officials
5.	Initiation of operation	T+75 days	<ul style="list-style-type: none"> • Installation & commissioning of hardware/ software, machineries, and equipment (as per BoM/ BoQ) • Manpower Deployment on ground

S No.	Milestone	Timeline	Deliverable
6.	Quarterly Report	Quarterly for 5 Years from FAT/ Go-Live	<ul style="list-style-type: none"> • Quarterly Performance Reports as per prescribed format • Training, assessment, consultancy, research & development compliance report as per prescribed formats and terms. • Seminar, events marketing activities compliance report as per prescribed formats and terms
7.	Annual Report	Annually for 5 years from FAT/ Go-Live	<ul style="list-style-type: none"> • Annual target achievement report <ul style="list-style-type: none"> a) Reports in terms of Target / Outcome b) Reports in terms of Revenue Generation

4.8 General Information

- a) This RFP is a single-stage two part (Technical & Financial) selection process for Selecting Agencies for Setting up Centre of Innovation & Research in Digital Design at Rajasthan Institute of Advanced Learning (RIAL).
- b) Based on the responses received in this RFP, one or more than one bidder shall be shortlisted based on technical score.
- c) In response to this RFP, bidders shall provide a proposal on their requirement of space, capabilities, their proposal, training courses and how they intend to run their Centre(s) and provide services. The criteria for shortlisting would include:
 - i) General Qualifications: Company profile, understanding of the requirement, references reflecting similar work and related experiences, availability of key resources and infrastructure.
 - ii) Ability to deliver the stated scope of work, the process/quality methodologies that bidder adopts, recognition of issues and problems.
 - iii) Proposal on setting up of Centre of Innovation & Research in Digital Design and methodology for earning revenue during a defined period.
 - iv) Proposal for making the Centre(s) self-sustaining through different activities.
 - v) Designing of training courses (detailed syllabus, equipment required etc.)
 - vi) Expected employment opportunities on completion of the course.
 - vii) Capability to provide technical expert and trainers to support manpower for running the Institute
 - viii) Any other criteria found suitable

- d) RISL/ RIAL reserves the right to
 - a) make necessary changes in the terms of the Project, and
 - b) to reject any or all bids without assigning any reasons thereof.
- e) The offer of the bidder shall remain valid for 120 days after the date of Bid submission

5. INSTRUCTION TO BIDDERS (ITB)

5.1 General Instructions to Bidders

- a) All Bidders shall comply with the dates and scope as indicated in this RFP
- b) The Bidders shall comply with and agree to all the provisions of this RFP for various bidding considerations including but not limited to eligibility, costs, payments, information regarding systems, bid formats, bid submission and other considerations.
- c) The Bidders shall be evaluated based on the norms and procedures as laid out in this RFP.
- d) The Bidders shall be required to undertake and Bid for the Scope of Work for the Project indicated in Section - 4 of this RFP, which describes the detailed scope.
- e) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

5.2 General Terms for Bidding

- a) The Authority wishes to receive Bids in order to select experienced and capable Bidders for the Project. The Price Bids of Bidders fulfilling the qualification criteria shall be subsequently evaluated
- b) Procuring Entity may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Submission Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be permitted by the Procuring Entity, unless specifically sought by the Procuring Entity. Procuring Entity may verify the Bidder's technical and financial data by checking with the Bidder's clients/ lenders/ bankers/ financing institutions/ any other person as necessary.
- c) The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to Procuring Entity nodal person for this RFP immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of the RFP, then it shall be considered that the issued document, complete in all respects, has been received by the Bidder.
- d) All information supplied by bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by RISL/ RIAL, Government of Rajasthan on the basis of this RFP.
- e) This RFP supersedes and replaces any previous public documentation & communications done in this regard, and Bidders should place no reliance on such communications.

5.3 Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective

bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

5.4 Pre-bid Meeting/ Clarifications

- a) The bidder or its official representative is invited to attend a pre-bid meeting which will take place as mentioned in NIB (Refer NIB for Venue and time).
- b) The purpose of Pre-Bid discussion is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, the Procuring Entity, reserves the right to hold or to reschedule the Pre-Bid meeting. The bidder is requested to submit any question in writing, to reach RISL not later than two days before the pre-bid meeting on the following e-mail address <info.rial@rajasthan.gov.in> as per format (Refer Annexure – 3).
- c) The Procuring Entity shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications received after Pre-Bid meeting will not be entertained. However, the Procuring Entity makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been submitted by the Bidders
- d) The revised RFP or corrigendum to the RFP as a result of pre-bid meeting shall be made available on the website within ten days from pre-bid meeting. Any such corrigendum shall be deemed to be incorporated into this RFP and binding on all Bidders.

5.5 Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing a corrigendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

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

5.6 Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders who consent to an extension of the period of validity of their Bids are required to either extend or obtain an extension for the validity period of the bid securities they have submitted. This applies to bid securities that have expired or will not expire within the extended validity period of the bid. Alternatively, bidders may choose to submit new bid securities to adequately cover the extended period of validity of their bids. In the event that a bidder fails to extend their bid security or neglects to submit a renewed bid security, it is deemed as a refusal on their part to comply with the request for an extension of the validity period of their bid.

5.7 Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <https://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: -
- Technical Bid, including fee details, eligibility & technical documents
 - 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)

S. No.	Documents Type	Document Format
Eligibility / Qualification Documents		
4.	Technical Specifications	Aa per Annexure 1.1
5.	Undertaking On Being Not Blacklisted	As per Annexure -2
6.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4
7.	Bidders Self Declaration	As per Annexure – 5
8.	Certificate of conformity/ no deviation	As per Annexure – 6
9.	Declaration by bidder	As per Annexure – 7
10.	Manufacturer's authorization form <i>(if applicable)</i>	As per Annexure – 8
11.	Undertaking On Authenticity of Equipment's	As per Annexure – 9
12.	Components offered <i>(As Applicable)</i>	As per Annexure – 10
13.	Financial bid cover letter format	As per Annexure – 11
14.	Consortium Agreement <i>(If Applicable)</i>	As per Annexure -14 (Indicative)
15.	Annual turnover certificate	As per Annexure – 17
16.	Net worth certificate	As per Annexure – 18
Technical Experience / Qualification Documents		
17.	Technical Experience Experience of set-up, operation and maintenance of center / institute as detailed at Section 3.2 [5])	As per Annexure - 15
18.	Technical Experience Supplied required Hardware/ Software services as detailed at Section 3.2 [5])	As per Annexure - 15-A
19.	Technical Experience Candidate trained in digital design sector as detailed at Section 3.2 [5])	As per Annexure - 15-B
20.	Technical Experience Experience of consultancy services provided in digital design sector	As per Annexure - 15-C
21.	Approach & methodology detailing	As per Annexure – 19
22.	Project manager resume (qualification & experience)	As per Annexure - 20

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1	Financial Bid – Cover Letter	On bidder’s letter head duly signed by authorized signatory as per Annexure-11 (PDF)
2	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejection of the Bid submitted by the bidder.

Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

5.8 Alternative/ Multiple Bids

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

5.9 Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the Central/ State Governments, Undertakings, Agencies that are owned or controlled or managed by the Central/ State Governments.

- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled commercial bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be 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 within 90 days after the final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

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

5.10 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.

5.11 Withdrawal, Substitution, and Modification of Bids

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

5.12 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 from relevant disciplines 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: -
 - i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - ii. bid is valid for the period, specified in the bidding document;
 - iii. bid is unconditional and the bidder has agreed to give the required performance security; and
 - iv. other conditions, as specified in the bidding document are fulfilled.
 - v. 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.

5.13 Selection Method

The bidder who quotes the lowest cost to the Procuring entity, confirming in all material respects to the requirements stated in the bid solicitation; and who also fulfills the necessary financial requirements and experience to perform the obligations as per requirement of RFP shall be considered successful bidder and selected for award of contract.

Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered, or permitted.

5.14 Right of Monitoring, Inspection and Periodic Audit

The RISL/ RIAL, Government of Rajasthan reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Successful Bidder. RISL/ RIAL, Government of Rajasthan may demand, and upon such demand being made, the Successful Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. RISL/ RIAL, Government of Rajasthan shall also have the right to conduct, either itself or through its representative or a consultant/ advisor etc. as it may deem fit, an assessment and/ or audit to monitor the performance by the Successful Bidder of its obligations/ functions in accordance with the standards committee to or required by RISL/ RIAL, Government of Rajasthan and the Successful Bidder undertakes to cooperate with and provide to RISL/ RIAL, Government of Rajasthan/ any other Consultant/ Advisor/ Company appointed by RISL/ RIAL, Government of Rajasthan, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Successful Bidder failing which RISL/ RIAL, Government of Rajasthan may, without prejudice to any other rights that it may have, issue a notice of default.

5.15 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event may invoke the BG (Bank Guarantee) of the successful Bidder and award the contract to the next best value Bidder or call for new Proposals from the interested Bidders.

5.16 Contacting RISL/ RIAL, Government of Rajasthan, or any of the related bodies

Any effort by the Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal. Bidder shall not approach any RISL/ RIAL, Government of Rajasthan officer after office hours and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded

5.17 Local Conditions

- a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The RISL/ RIAL, Government of Rajasthan, shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract

awarded under the bidding document will be entertained by RISL/ RIAL, Government of Rajasthan. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the RISL/ RIAL, Government of Rajasthan on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine/ study the location of the Rajasthan Institute of Advanced Learning (RIAL) and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

5.18 Overview of Bid Evaluation process

- i. The Bid submitted by the Bidder shall consist of a Technical Bid and a Financial Bid. The Technical Bid shall be submitted as a hard and soft copy to Procuring Entity, while the Financial Bid shall only be submitted electronically.
- ii. The Bidding process is designed to select the Project Implementing Agency through a series of parameters, technical qualification / experience parameters followed by lowest cost offered to the Procuring entity by the Bidder
- iii. The Authority shall open the Bids on the Bid opening Date, at the time and place specified in NIB and in the presence of the Bidders who choose to attend.
- iv. Bids for which a notice of withdrawal has been submitted shall not be opened.
- v. Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- vi. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- vii. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- viii. To facilitate the evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- ix. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3, 4 & 5 of the RFP.
 - a) The Bidders should take a note that the as part of the Qualification Stage, the Procuring Entity intends the Bidders to make a presentation on their technical capabilities and proposed technology for the proposed Project. The details for date, time and venues will be shared by the Procuring Entity with the Bidders subsequent to opening of the Technical Bids.
 - b) The presentation shall be for greater understanding of the Procuring Entity about the Bidder's technical capabilities and shall be considered for evaluation of the Technical Bids, which will be

carried out based on the documents furnished in the Technical Bids. In case, the Bidders fails to make a presentation without any prior citing valid reasons for it, the Procuring Entity's decision for rejection of Bid(s) of such Bidder(s) shall be final and binding on such Bidder(s).

5.19 Stages of Fulfilment

5.19.1 First Stage-Fulfilment of Eligibility Criteria

The Technical Bids shall be opened by Procuring Entity and checked for fulfilment of the Eligibility Criteria of the Bidder or Bidding Consortium.

S. No.	Criteria	Supporting documents to be submitted
E1	Submission of all required Bid documents along with all annexures and fee.	As detailed at Section 5.7(d)
E2	Document for Legal Entity of Bidder	Copy of valid Registration / Incorporation Certificates (In case of consortium, Registration / Incorporation certificate of all the entities and Consortium Agreement / MoU duly notarized)
E3	Bidder to be an organization with a gross annual turnover of more than INR 18 Crore (as an average of last 3 Financial years. And Positive Net Worth as on 31 st March 2022	Statutory auditor certified annual turnover certificate for last three financial years (FY19-20, FY 20-21 and FY 21-22) as per Annexure -17 And Net worth certificates duly signed and stamped by statutory auditor as per Annexure -18
E4	Technical experience as detailed at Section 3.2	Annexure 15, 15-A, 15-B, 15-C

5.19.2 Second Stage-Technical Evaluation

Second Stage-Technical Evaluation for Project Implementing Agency: The Technical Bids of all Bidders qualifying the Eligibility Criteria shall be scored based on the criteria detailed below at matrix for technical scoring.

All the bids received for this tender would be scrutinized based on the Technical Evaluation Criteria & other relevant tender conditions mentioned in this tender. The Bidders who comply with Technical Evaluation Criteria shall be declared as “Technically Qualified Bidders” and shall be considered for further course of evaluation

▪ **Matrix for Technical Score**

S.No.	Parameter	Description	Break up of Score	Max Marks
1	Financial Turnover	<ul style="list-style-type: none"> The Bidder's average annual turnover should be not less than Rs. 18.0 crores during the last 3 audited financial year (FY 2021-22, FY 2020-21, FY 2019-20) 	<ul style="list-style-type: none"> 5 marks for turnover between 18 - 20 crore 2 additional marks for turnover >20 crore and <=25 crore 2 additional marks for turnover >25 crore and <=30 crore 1 additional mark for turnover >30 crore 	10 Marks
2	Experience	<ul style="list-style-type: none"> Expertise and practical knowledge in establishing, operating, and maintaining a Centre or Institute in the Digital Design sector. This centre or institute should be dedicated to promoting Research & Development, Training & Education, Collaboration & Sharing, Design Prototyping & Development, Industry Partnerships, Innovations, and other related activities. bidder should have a track record of establishing, operating, and maintaining such centres for at least two consecutive years within the last five years, until the RFP publication date, with a minimum INR 1 crore project value or revenue generated from the centre. Supplied required (Digital Design) hardware, software, and other associated accessories in any institute/ university/ Government PSUs/ Private entity within the last 5 years from the date of publication of the RFP with minimum value of INR 1 crore. Number of candidates trained (Diploma/ Certification) in digital design sector in last 5 year (The minimum required duration for courses shall be 40 hours for student programmes and 20 hours for Faculty Development Programmes) 	<ul style="list-style-type: none"> 5 marks per centre 2 marks per bill of supply 2 marks for >2000 trained participants (1 additional mark for each extra 1000 participants) 	<p>10 Marks</p> <p>06 Marks</p> <p>04 Marks</p>

S.No.	Parameter	Description	Break up of Score	Max Marks
		(Candidates should have been trained by the Bidder / any member of consortium / technology partner / authorized channel partner of bidder [bidder authorization letter / agreement / any supporting document to be furnished in this case])		
3	Approach & Methodology	<p>Bidder to furnish detailed documentation covering each aspect as below:</p> <ul style="list-style-type: none"> ○ Bidder’s understanding of the Scope of Work, Installation / plan of CoE setting up and space required, detailed work plan with methodology for reporting project progress (template/ tool) on weekly basis, project risks assessment and mitigation plan, and day-to-day Operations/ Safety/ Preventative maintenance ○ List of courses to be offered along with costing of the courses (subsidized as compared to market equivalents, ensuring affordability as per the average per capita income of the region), Mode of Training (Offline, Online, Hybrid, timelines to make all modes operational), Training Calendar for the first year of operations (to be submitted with the proposal), Strategy for Student Mobilization, and Manpower deployment plan (Experience & Qualification) ○ Regional/ nearby use cases for the Labs/ Technology being deployed (apart from training), to achieve self-sustainability (Identify local partners, Research Institutions, Universities, and Industry Associations for the Lab. Assess the local Innovation, Research, and Development ecosystem for knowledge exchange, research collaboration, and personnel acquisition. 	<ul style="list-style-type: none"> ● 1 mark ● 3 marks ● 4 marks 	12 Marks

S.No.	Parameter	Description	Break up of Score	Max Marks
		<ul style="list-style-type: none"> ○ Industry Partnerships and Engagement (Establishing partnerships with external organizations, design agencies, universities, and industry experts, integration of real-world projects into training, collaborating with external stakeholders to stay up to date with industry trends, foster innovation, and create networking opportunities for the Institute) & plan to encourage Innovations, Prototyping, Product Development in the Institute 	<ul style="list-style-type: none"> ● 4 marks 	
4	Consultancy Services	<ul style="list-style-type: none"> ○ Provided Research Support / Innovations/ Incubation / Design Development service in any Institute/ University/ Government PSUs/ Private entities with measurable impact within the last 5 years from the date of publication of the RFP. 	<ul style="list-style-type: none"> ● 2 marks per engagement 	04 Marks
5	Key Personnel	<ul style="list-style-type: none"> ○ Project Manager as per required qualification and experience (Consent to be given along with the Bid) 	<ul style="list-style-type: none"> ● 4 marks for 8 - 10 years of experience in handling Educational/ IT projects ● 5 marks for >10 but <15 years of experience ● 6 marks for experience >15 years 	06 Marks
Total				50 Marks

5.19.3 Third Stage-Opening of Financial Bid

- The Financial bid of only those bidders who qualify technically [Minimum Qualifying Marks (35 Marks that's 70%) in the Technical Evaluation] will be opened for further evaluation. The commercial bid would be scrutinized for any errors in case of any mathematical errors in the Financial Bid then the unit rate would be used as a reference for estimation of the final bid value.
- Subject to the provisions of Section 5.29, the Bidder who quotes the lowest cost offered to the Procuring entity, shall ordinarily be declared as the selected Bidder (the "Selected Bidder"). In the event that the Procuring entity rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- In the event that no Bidder offers a Premium, then the Bidder quoting the lowest cost to be paid by the Procuring entity shall ordinarily be declared as the selected Bidder (the "Selected Bidder").
- Wherever there is a discrepancy between the figures entered in numerals and words, the values written in words will be governing and shall be considered for evaluation.
- In the event that two or more Bidders quote the same amount of cost, (as the case may be) (the "Tie Bidders"), the Procuring Entity shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- In the event of withdrawal of offer by the lowest Bidder, the Procuring Entity shall invite the next lowest Bidder (up to third lowest Bidder) for Award of Contract as per Section 5.31, failing which the Procuring Entity may annul the Bidding Process and invite fresh bids.
- Bids shall be deemed to be under consideration immediately after they are opened and until such time the Procuring entity makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Procuring Entity and/ or their employees/ representatives on matters related to the Bids under consideration

5.20 Test of Responsiveness

- 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.
- 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.
- A material deviation, reservation, or omission is one that, if accepted, shall:-
 - i. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - ii. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - iii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- 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.
- The procuring entity shall regard a Bid as responsive if it conforms to all 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.

5.21 Clarification

- a. To facilitate evaluation of Bids, the Procuring Entity may, at its sole discretion, seek clarifications from any Bidder regarding its Bid such clarification(s) shall be provided within the time specified by the Procuring Entity for this purpose any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- b. If any Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Procuring Entity may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Procuring Entity.

5.22 Confidentiality

- a. Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- b. Any attempt by a Bidder to influence Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- c. If any Bidder, from the time of opening the Technical Bids to the time of Contract award, wishes to contact Procuring Entity on any matter related to the bidding process, it should do so in writing.

5.23 Non-Conformities, Errors and Omissions

- a. Provided that a Technical Bid is responsive, the Authority may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
- b. Provided that a Technical Bid is responsive, the Authority may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Bid related to documentation requirements. Such omission shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- c. Provided that the Technical Bid is responsive, the Authority will correct arithmetical errors during evaluation of financial bid on the following basis:
 - i. 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 [RISL/ RIAL] 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;
 - ii. 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;
 - iii. if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (i) and (ii) above.
 - iv. Except as provided in (i) to (iii) herein above, the Authority shall reject the Financial Bid if the same contains any other computational or arithmetic discrepancy or error.
- d. If the Bidder that submitted the Most Responsive Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

5.24 Technical Evaluation Criteria

- a. Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the Section "Format and signing of Bids".

- b. If required, Technical presentation and/or POC may be conducted to understand the solution quoted by participating bidder. After evaluating the presentation and/or POC, the committee of experts will evaluate the technical responsiveness for each bid and decision of committee shall be binding on all the bidders.

5.25 Tabulation of Technical Bids

- a. Technical Bids 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.
- c. The number of firms qualified in technical evaluation, if less than two and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

5.26 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: -

- i. For two part/cover Bid system, 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;
- ii. the process of opening of the financial Bids shall be similar to that of technical Bids.
- iii. the financial bid shall be opened only after the technical bids are opened and evaluated
- iv. financial bids of unsuccessful bidder in pre-qualification shall not be opened
- v. the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- vi. conditional Bids are liable to be rejected;
- vii. the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- viii. 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.
- ix. The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most responsive Bid and sign it..

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

5.27 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.

5.28 Negotiations

- i. 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.
- ii. Negotiations may, however, be undertaken only with the most responsive bidder when the rates are considered to be much higher than the prevailing market rates.
- iii. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- iv. The most responsive bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the most responsive bidder has received the intimation and consented to regarding holding of negotiations.
- v. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- vi. In case of non-satisfactory achievement of rates from most responsive bidder, the bid evaluation committee may choose to make a written counter offer to the most responsive bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second most Responsive bidder, then to the third most responsive bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- vii. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

5.29 Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

- ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - v. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- i. communicated to the concerned bidder in writing;
 - ii. published on the State Public Procurement Portal, if applicable

5.30 Lack of competition

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

- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

5.31 Award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the most responsive in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of

acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

5.32 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.

5.33 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.

5.34 Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. The limits of repeat order shall be as under: -
 - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - ii. 50% of the value of goods or services of the original contract.

5.35 Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from the successful bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security deposit shall be 5% of the total project cost quoted by the successful bidder and considered by from RIAL / GoR.
- c) Performance security shall be furnished in any one of the following forms: -
 - i. Bank Draft or Banker's Cheque of a scheduled bank/Nationalised Bank;

- ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - iii. Bank guarantee/s of a scheduled bank/ Nationalised Bank. It shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - iv. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security deposite furnished in the form specified in Section [a.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply as per the scope of tender document.
 - iii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

5.36 Execution of agreement

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

or most responsive bidder to the next lowest or most responsive bidder, in accordance with the criteria and procedures set out in the bidding document.

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

5.37 Cancellation of procurement process

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

5.38 Interference with Procurement Process

A bidder, who: -

- i. withdraws from the procurement process after opening of financial bids;
- ii. withdraws from the procurement process after being declared the successful bidder;
- iii. fails to enter into procurement contract after being declared the successful bidder;
- iv. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

5.39 Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - i. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Secretary, IT&C, GoR
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
 - i. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
 - ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - a. hear all the parties to appeal present before him; and
 - b. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - iv. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

5.40 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 4.23 do so is likely to lead to miscarriage of justice.

5.41 Vexatious Appeals & Complaints

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

5.42 Offenses by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
- Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
- i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- 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.

5.43 Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
- iii. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - iv. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or

procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

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

5.44 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 Successful bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the Successful bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the bidder 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 Successful bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The Successful bidder 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 submitting their e-Bids.

6.1 Contract Documents

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

6.2 Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Procuring Entity and the Successful Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

6.3 Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful bidder and the Procuring Entity, 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 bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6.4 Joint Venture, Consortium or Association

- a) Unless otherwise specified in the special conditions of the contract, if the Successful Bidder is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association on a stamp paper of requisite value (not less than INR 100) duly notarised and/ or a MoU.
- b) The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.
- c) Any change in the constitution of the firm, etc. shall be notified forth with by the bidder 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.
- d) No new partner/ partners shall be accepted in the firm by the bidder in respect of the contract unless he/they agree to abide by all its terms, conditions, and deposits with the Procuring Entity a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- e) No new consortium agreement shall be allowed during the project period.
- f) In Consortium, all the members shall be equally responsible to complete the project as per their roles & responsibilities; however, Lead Bidder shall give an undertaking for the successful completion of the overall project. In case of any issues, Lead Bidder is the responsible person for all the penalties.
- g) The consortium partner(s) is liable for the scope of work for which they are responsible along with the lead bidder.
- h) Any change in the consortium later will not be allowed without prior permission from the Procuring Entity.

6.5 Eligible Goods and Related Services

- a) For purposes of this Section, 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 bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder. Also, the bidder is to quote/ propose only one make/ model against the respective item.

- c) The bidder 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.

6.6 Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6.7 Governing Law

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

6.8 Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the Procuring Entity.

6.9 Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the Procuring Entity, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

- c) The Successful Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.
- e) Following the satisfactory delivery, installation, and acceptance of the assets by the Procuring Entity (FAT/ Go-live), it is imperative that the ownership of said assets (Hardware & Software) be duly transferred to RISL/ RIAL or its designated agencies. The successful bidder/ authroized partner shall bear complete accountability for all costs associated with the transfer of ownership of assets.

6.10 Successful Bidder's Responsibilities

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

6.11 RISL/ RIAL's Responsibilities

- a) Whenever the supply of goods and related services requires that the Successful Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so required by the Successful Bidder, make its best effort to assist the Successful Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

6.12 Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Successful Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Successful Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

6.13 Contract Period

The proposed SLA shall undergo thorough evaluation and consideration, with due regard to its applicability over a period of 5 years. The successful bidder should comply with the Service Level Agreement detailed at section 7.2:

- (i) All costs with regard to the annual maintenance, subscription, manpower etc. (within the scope of work of the bidder mentioned in this bidding document) shall be borne by the successful bidder.

- (ii) Any upgradation recommended (with mutual consent of the successful bidder and the procuring entity) shall be treated inclusively within the scope of work of the successful bidder
- (iii) The procuring entity shall have the right to include other terms and conditions which deems suitable at the time of an extension
- (iv) All other terms of the contract (referred to in this bidding document) shall remain unchanged

6.14 Recoveries from Successful Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Procuring Entity 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 under this contract with Procuring entity.
- c) The balance, if any, shall be demanded from the Successful Bidder and when recovery is not possible, the Procuring Entity shall take recourse to law in force.

6.15 Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by Procuring Entity as per prevailing rates.
- b) For goods supplied from outside India, the successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful bidder in India, the Procuring Entity shall use its best efforts to enable the successful bidder to benefit from any such tax savings to the maximum allowable extent.

6.16 Copyright

During the tenure of the project, any drawings, designs, documentation, source code, tools and equipment, and other materials that were created as part of the planned Centre of Innovation & Research will be considered project deliverables. The successful bidder, RISL/ RIAL, and the candidate (if there is one) will all continue to share ownership of the intellectual property rights and copyright on all of these items. Each owner of copyright possesses the legal authority to draw on the copyright for financial gain, on the condition that they share equally in the profits with the other owners of copyright.

6.17 Confidential Information

- a) The Procuring Entity and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Procuring Entity shall not use such documents, data, and other information received from the Successful Bidder for any purposes unrelated to the Contract. Similarly, the Successful Bidder shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c) The obligation of a party under sub-Sections above, however, shall not apply to information that: -
 - i. the Procuring Entity or Successful Bidder need to share with user department or Procuring Entity 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.
- d) 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.
- e) The provisions of this Section shall survive completion or termination, for whatever reason, of the Contract.

6.18 Sub-contracting

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Procuring Entity .
- b) If permitted, the Successful bidder shall notify the Procuring Entity, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Successful Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

6.19 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/ deputed purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the Successful Bidder.

- b) Technical Specifications and Drawings
 - i. The Successful Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Successful Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
 - 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 Procuring Entity and shall be treated in accordance with the general conditions of the contract.
- d) The Successful Bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The Successful Bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the Successful Bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

6.20 Packing and Documents

- a) The Successful Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Procuring Entity.

6.21 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 Procuring Entity will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

6.22 Transportation

- a) The Successful Bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ Successful bidder's bill.

6.23 Inspection

- a) The Procuring Entity or his duly authorized representative shall at all reasonable time have access to the supplier's/ Successful bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The Successful Bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be supplier's/ Successful bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Procuring Entity. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

6.24 Samples

- a) When notified by the Procuring Entity to the supplier/ bidder/ Successful bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample

by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.

- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. Procuring Entity 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/ Successful bidder on the expiry of stipulated period. Procuring Entity shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by Procuring Entity and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. The Procuring Entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The Successful Bidder shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

6.25 Drawing of Samples

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of supplier/ bidder/ Successful bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

6.26 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 Successful bidder.

6.27 Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Successful bidder at his own cost within the time fixed by the Procuring Entity.
- b) If, however, due to exigencies of Procuring Entity work, such replacement either in whole or in part, is not considered feasible, the Procuring Entity after giving an opportunity to the Successful bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ Successful Bidder within 15 days of intimation of rejection, after which Procuring Entity 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 Successful Bidder's risk and on his account.

6.28 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under Section "Force Majeure", if the Successful Bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity 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 Procuring Entity may terminate the Contract pursuant to Section "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the Successful Bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the Successful Bidder.
 - i. The Successful Bidder shall request in writing to the Procuring Entity giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - ii. The Procuring Entity 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 the Procuring entity 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 Procuring entity 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 Sections 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 bidder 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 Procuring entity 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 Sections 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 Successful Bidder has failed to supply/ install/ complete : -

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%.

6.29 Authenticity of Equipment

- a) The Successful bidder shall certify (as per Annexure-9) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Procuring Entity in that behalf will be final and conclusive), notwithstanding the fact that the Procuring Entity may have inspected and/ or approved the said goods, the Procuring Entity 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 Successful bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The Successful bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Procuring Entity, otherwise the Successful bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procuring Entity in that behalf under this contract or otherwise.
- c) Goods accepted by the Procuring Entity in terms of the contract shall in no way dilute RISL/ RIAL's right to reject the same later, if found deficient in terms of the this Section of the contract.

6.30 Licenses/ Warranty/ Annual Maintenance Contract(s)

- a) The successful bidder is required to provide a complete set of items, including both hardware and software, accompanied by **comprehensive Licences, Annual Maintenance Contracts (AMC), on-site Original Equipment Manufacturer (OEM) warranty, and support**. These provisions should remain valid for a period of **5 years** following the delivery, installation, and acceptance of the goods at the specified final destination(s) as outlined in the bidding document. In the event that the installation is subject to a delay exceeding one month, as explained by the bidder, it is hereby stipulated that the warranty period shall commence from the date of the most recent successful installation of the items specified in the purchase order.
- b) Upon the delivery of the goods, it is imperative that the Successful bidder furnishes a certificate or undertaking from each respective Original Equipment Manufacturer (OEM) explicitly stating that the goods being supplied are encompassed by a comprehensive onsite warranty, Annual Maintenance Contract (AMC), support, and licences for the entire contract duration of 5 years.

- c) The Procuring Entity shall give a written notice to the Successful bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Successful bidder to inspect such defects. Upon receipt of such notice, the Successful bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Procuring Entity. Any goods repaired or replaced by the Successful bidder shall be delivered at the respective location without any additional costs to the Procuring Entity.
- d) If having been notified, the Successful bidder fails to remedy the defect within the period specified, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least five years.

6.31 Patent Indemnity

- a) The Successful Bidder shall, subject to the Procuring Entity's compliance with sub-Section (b) below, indemnify and hold harmless the Procuring Entity 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 Procuring Entity 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 Successful Bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Successful Bidder, pursuant to the .Contract.
- b) If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to above, the Procuring Entity shall promptly give the Successful Bidder a notice

- thereof, and the Successful Bidder may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the Successful Bidder fails to notify the Procuring Entity within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
 - d) The Procuring Entity shall, at the supplier's/ Successful bidder's request, afford all available assistance to the Successful Bidder in conducting such proceedings or claim, and shall be reimbursed by the Successful Bidder for all reasonable expenses incurred in so doing.
 - e) The Procuring Entity shall indemnify and hold harmless the Successful Bidder 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 Successful Bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

6.32 Limitation of Liability

- 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 Successful Bidder to pay liquidated damages to the Procuring Entity;
- b) The aggregate liability of the Successful Bidder to the Procuring Entity, whether under the Contract, in tort, or otherwise, shall not exceed the total viability gap funding provided by Procuring Entity to the successful bidder under the contract until the time such claim was brought about, provided that this limitation shall not apply; i) to any obligation of the Successful Bidder to indemnify the Procuring Entity with respect to patent infringement, and ii) any damages payable due to the Gross Negligence or Wilful Misconduct of the Supplier/ Successful bidder. For the purpose of this Section, Gross Negligence or Wilful Misconduct shall mean;

"Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety, or real property of the other Party which such Party knew or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.

"Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

- c) The above provision does not limit either Parties rights provided under applicable laws of Govt. of India.

6.33 Force Majeure

- a) The Successful Bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Section, "Force Majeure" means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Procuring Entity in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Procuring Entity, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the Procuring Entity, the Procuring Entity may take the case with the Successful Bidder on similar lines.

6.34 Change Orders and Contract Amendments

- a) The Procuring Entity may at any time order the Successful Bidder through Notice in accordance with Section "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 Procuring Entity;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the Successful Bidder.

- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ Successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the Successful Bidder for adjustment under this Section must be asserted within thirty (30) days from the date of the supplier's/ Successful bidder's receipt of the Procuring Entity's change order.
- c) Prices to be charged by the Successful Bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Successful Bidder for similar services.

6.35 Termination

- a) Termination for Default
 - i. The tender sanctioning authority of Procuring Entity 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 Successful Bidder, terminate the contract in whole or in part: -
 - a. If the Successful Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Procuring Entity; or
 - b. If the Successful 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 Successful, in the judgement of the Procuring Entity, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - d. If the Successful Bidder commits breach of any condition of the contract; or
 - e. In the event of a shortfall in the predetermined revenue percentage for any given service year and penalties as per SLA mentioned in 7.2(b) would be applicable. A show-cause notice shall also be promptly issued to the successful bidder, followed by the submission/ implementation of a performance improvement plan by the successful bidder. The successful bidder shall be granted a cure period of one year following the occurrence of non-performance, during which they may rectify the said non-performance. Failure to rectify the non-performance within the designated cure period may result in the termination of the contract by the RISL/ RIAL without any additional notice, based on the grounds of non-performance by the successful bidder.
 - ii. If Procuring Entity terminates the contract in whole or in part, amount of PSD shall be forfeited and the successful bidder shall continue to be liable towards all antecedent liabilities, and obligations accrued before the effective date of termination.

- 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.
 - iv. As on effective date of termination, Procuring entity may pay:
 - a. the unpaid value of all the assets supplied by the Bidder and accepted by the Procuring Entity in accordance with the RFP specifications in order to take over the possession of the assets / application.
 - b. all the services delivered by the Bidder and accepted by the Procuring Entity
- b) Termination for Insolvency
- The Procuring Entity may at any time terminate the Contract by giving a written notice of at least 30 days to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Procuring Entity.
- c) Termination for Convenience
- i. The Procuring Entity, by a written notice of at least 30 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
 - ii. Depending on merits of the case the Successful Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ Successful bidder's receipt of the Notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity 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 Successful Bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Successful Bidder.

6.36 Exit Management

a) Preamble

- i. The word 'parties' include the procuring entity and the Successful bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

- i. The Successful bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by Procuring Entity to do so. During this period, the Successful bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by Successful bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The Successful bidder, if not already done, will transfer all the Software Licenses under the name of the department as desired by the procuring entity during the exit management period.
- iii. Procuring Entity during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the Successful bidder at any time during the exit management period requiring the Successful bidder to provide Procuring Entity or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to Procuring Entity mortgaged to any financial institutions by the Successful bidder, the Successful bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to Procuring Entity or its nominated agencies.
 - b. All title of the assets to be transferred to Procuring Entity or its nominated agencies pursuant to Section(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 Successful bidder.

- c. That on the expiry of this Section, the Successful bidder and any individual assigned for the performance of the services under this Section 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 Successful bidder to Procuring Entity.
 - d. That the products and technology delivered to Procuring Entity during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by Successful bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of Procuring Entity. Supplied hardware, software & documents etc., used by Successful bidder for Procuring Entity shall be the legal properties of Procuring Entity.
- c) Cooperation and Provision of Information during the exit management period
- i. The Successful bidder will allow Procuring Entity 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 the Procuring Entity or its nominated agencies to assess the existing services being delivered.
 - ii. The Successful bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the Successful bidder. The Procuring Entity 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 Successful bidder shall permit Procuring Entity or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by Procuring Entity or its nominated agencies to understand the methods of delivery of the services employed by the Successful bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data
- The Successful bidder will promptly on the commencement of the exit management period supply to Procuring Entity 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 Procuring Entity or its nominated agencies transitioning the services to its replacement Successful bidder in a readily available format nominated by Procuring Entity 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 the Procuring Entity or its nominated agencies, or

its replacement operator to carry out due diligence in order to transition the provision of the services to RISL/ RIAL or its nominated agencies, or its replacement operator (as the case may be).

- v. Before the expiry of the exit management period, the Successful bidder shall deliver to Procuring Entity 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 Successful bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the Successful bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between Successful bidder 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 Procuring Entity 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 Successful bidder's premises, the Successful bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to Procuring Entity or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the Successful bidder
- i. The Successful bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to Procuring Entity 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 Successful bidder shall commit adequate resources to comply with its obligations under this Exit Management Section.
- g) Exit Management Plan
- i. The Successful bidder shall provide Procuring Entity or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services

- throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- iii. Plans for the communication with such of the Successful bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Procuring Entity operations as a result of undertaking the transfer; and
 - iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to Procuring Entity or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
 - v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
 - vi. Each Exit Management Plan shall be presented by the Successful bidder to and approved by Procuring Entity or its nominated agencies.
 - vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
 - viii. During the exit management period, the Successful bidder shall use its best efforts to deliver the services.
 - ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Section.
 - x. It would be the responsibility of the Successful bidder to support new operator during the transition period.

6.37 Settlement of Disputes

- g) In the case of a dispute or difference arising between the Procuring entity and the successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the Sole arbitrator, whose decision shall be final and binding on the parties.
- h) The Arbitration and Conciliation Act 1996 and its subsequent amendments thereof, the rules there under and any statutory modification or re-enactment's thereof, shall apply to the arbitration proceedings.

The Procuring entity may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Implementation Agency, if the successful bidder fails to comply with any decision reached consequent upon arbitration proceedings.

- i) 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.

6.38 Verification of Eligibility Documents by Department

Procuring Entity 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 the department, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by Department shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of Department 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.

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7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

7.1 Terms & Schedule of Project cost releasing to Successful bidder

- a) **Bid parameter:** The bid parameter is the total project cost quoted by the bidder that includes cost of Hardware, Software, Manpower and Operations & Maintenance (O&M)) for the entirety of the project operations period (5 Years).
- b) **Capital Expenditure (CAPEX), Year 1- 5:**
 - i. After successful installation/ commissioning and integration of all the Hardware and Software (after FAT/Go-live), 30% of the total cost of the installed Hardware & Software shall be payable to the Successful Bidder as per the SLA defined in the RFP.
 - ii. Remaining 70% of the total Hardware & Software cost payable to the Successful Bidder shall be payable in 5 equal annual instalments of 14% each, at the end of each service year.
- c) **Operational Expenditure (OPEX), Year 2-5:**
 - i. The total manpower and operation costs, as per work order from Year 2 to Year 5, are to be paid in four equal annual instalments to the Successful Bidder. These instalments will be due after deducting applicable penalties as per SLA at the end of each service year starting Year 2 and spanning up to Year 5 of the contract period.
- d) Applicable penalties as per the SLA detailed at section 7.2 shall be deducted from annual payment of respective year (if applicable).
- e) Annual payments to the Successful Bidder including Hardware & Software, and Manpower costs shall be payable as shown in the grid below:

S.No.	Particular(s)	CAPEX	OPEX
1.	After successful installation / commissioning and integration of all the Hardware and Software after FAT and declaration of Go-live	30%	Nil
2.	After Successful Completion of First Year of Operations	14%	Nil
3.	After Successful Completion of Second Year of Operations	14%	Four annual equal installments payable after completion of 2 nd year upto 5 th year, as per work order after deducting Manpower level penalties, if any.
4.	After Successful Completion of Third Year of Operations	14%	
5.	After Successful Completion of Fourth Year of Operations	14%	
6.	After Successful Completion of Fifth Year of Operations	14%	

Example 1:

A bidder has quoted INR 1,00,00,000 as the total cost of Hardware & Software (CAPEX) for five years, and INR 1,00,00,000 for the total manpower cost (OPEX) then the payments shall be made to bidder as per following table:

- Year 0 – FAT / Go Live payment of total hardware and software cost (30% of INR 1,00,00,000) = INR 30,00,000
- Year 1 to 5 – 14% of Hardware & Software cost i.e. Rs. 14,00,000 would payable at end of each service year up to 5th year subject to that generated revenue for procuring entity is equal or above as mentioned in the SLA table at 7.2(b) ; otherwise the shortfall in generated revenue will be adjusted from this 14,00,000.00 amount.
- OPEX shall be paid to the successful bidder at end of the each service year as per the work order issued. In this example, bidder has given the work order of manpower for Rs. 1,00,00,000.00 then Rs. 25,00,000.00 would be paid from the end of 2nd year to end of 5th year subject to adjustment of:
 - Penalties towards manpower non-availability as mention in para 7.2(f) would be deducted from 25,00,000.00.
 - shortfall in generated revenue may also be adjusted from 25,00,000.00, if not recovered from payable CAPEX.

- f) The Successful bidder's request for release of the first payment shall be made to the Procuring entity in writing, accompanied by Completion report on their letter head with listing of all the Hardware & Software installed their warranties and license agreement, their deployment architecture, integration details, and design documents. The Successful bidder shall also submit a report describing, as appropriate, the goods delivered and / or related services performed and upon successful fulfilment of all the obligations stipulated in the agreement.
- g) Final Acceptance of the established centre shall be based on the recommendation of the FAT Committee having one or two members as subject matter experts.
- h) On the recommendation of the FAT committee, the process for releasing the first payment would be initiated. The currency or currencies in which payments shall be made to the Successful bidder will be Indian Rupees (INR) only.
- i) All remittance charges will be borne by the Successful bidder.
- j) In case of disputed items, the disputed amount shall be withheld proportionately by the Procuring Entity and will be paid only after settlement of the dispute.
- k) In case of those goods which need testing, mobilization cost and/ or annual payments shall be released when such tests have been carried out and test results received conforming to the prescribed specification.
- l) Any liquidated damages (LD)/ penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the share to be release for the respective milestones.
- m) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

- n) Remaining all annual payments shall be made to the successful bidder by the Procuring entity linked to progress of the project and typical revenue profile as per Service Level Agreement mentioned in Section 7.2.
- o) **O&M pay-outs by Procuring entity:** O&M/ Manpower payments shall be made to the successful bidder along with annual payments by the Procuring entity, in accordance with the amount quoted which will not be inflation indexed. The successful bidder shall remain responsible for the maintenance of the project till the end of the contract period.
- p) **Revenue for Procuring entity:** On behalf of the Procuring entity, successful bidder shall ensure and be responsible for fees collection from training conducted, services offered in the Centre of Innovation & Research. Revenue generated from all such and other related activities shall be of the Procuring entity.

7.2 Service Level Agreement (SLA)

The purpose of this Service Level Agreement (hereinafter referred to as **SLA**) is to clearly define the levels of service standards which shall be provided by the Successful Bidder to the Procuring Entity for the duration of this contract.

- a) The Procuring entity/ Concerned Head/ Dean will regularly review the performance of the services being provided by the Successful bidder.
- b) The SLA has been logically segregated in the following categories: -
 - i. Operation of Centre (includes overall operation such as research & development, consultancy, training, CFC, accessibility to stakeholders etc.)
 - ii. Manpower availability (includes on-site availability of deployed technical manpower on all business days)

Service Level Agreement (SLA) between the Procuring Entity & the Successful Bidder (Year 1 – Year 5)				
Year	Anticipated Training Participant(s)	Anticipated Consultancy / Service(s)	Percentage of total project cost recoverable for Procuring Entity	*Incentive for the Successful Bidder on surpassing the Revenue amount payable to Procuring Entity
(1)	(2)	(3)	(4)	(5)
Year 1	300	3	5%	50%
Year 2	500	4	15%	50%
Year 3	700	5	25%	50%
Year 4	700	5	25%	50%
Year 5	800	6	30%	50%
Total	3000	23	100%	-

* In the event that the Successful Bidder surpasses the predetermined revenue percentage outlined in the Service Level Agreement (SLA) for a given year, as elaborated in this Section, the successful bidder shall be deemed eligible and entitled to receive 50% of the revenue generated that exceeds the predetermined revenue percentage for the said year.

The recovery relates to the aggregate project cost as requested from the government by the successful bidder, inclusive of all relevant taxes.

Example 2:

A bidder has quoted INR 1,00,00,000 as the total cost of Hardware & Software for five years, and INR 1,00,00,000 for the total manpower cost for 5 years (to be paid in 4 equal instalments after completion of 2 years).

- Total cost of project is considered as INR 1,00,00,000 + (25,00,000 X4) = INR 2,00,00,000
- SLA in terms of revenue% / outcomes against total project shall be calculated as per following (Total project cost * Expected revenue % for respective year):

Year	Percentage of total project cost recoverable for Procuring Entity	Absolute amount for procuring Entity	Revenue Received (Assumption)	Shortfall #	Revenue surpasses the target	Incentive to Successful Bidder
(1)	(2)	(3) ((2) * Total Project Cost / 100)	(4)	(7)	(5)	(6)
Year 1	5%	10,00,000/-	15,00,000	-	5,00,000	2,50,000
Year 2	15%	30,00,000/-	40,00,000	-	10,00,000	5,00,000
Year 3	25%	50,00,000/-	35,00,000	15,00,000	-	-
Year 4	25%	50,00,000/-	51,00,000	-	1,00,000	50,000
Year 5	30%	60,00,000/-	54,00,000	6,00,000	-	-
Total	100%	2,00,00,000/-	1,96,00,000	21,00,000	16,00,000	8,00,000

#- Shortfall is recoverable from CAPEX and OPEX due for respective year.

- In case the revenue generated is insufficient to cover the percentage of the total project cost that is recoverable for the procuring entity, as indicated in column 4 of the aforementioned table, any shortfall will be accounted for by adjusting the capital expenditure (CAPEX) and operational expenditure (OPEX) payable to the successful bidder at the conclusion of the operational year. In the event of any additional deficit in the amount recoverable for the procuring entity, it shall be the responsibility of the successful bidder to deposit said shortfall for the purpose of settlement.
- Incentives as per delivery/ outcome: In the event that a situation arises wherein the bidder surpasses the yearly performance outlined in the Service Level Agreement (SLA) in terms of revenue percentage, as specified in Section 7.2, the successful bidder shall be deemed eligible and entitled to receive 50% of the revenue generated for the respective year that surpasses the aforementioned SLA.

- i. The determination of incentives shall be predicated upon the attainment of specified revenue objectives for the service year, solely in circumstances where the party in question surpasses expectations in terms of performance (i.e., generating revenue percentage that surpasses the Service Level Agreement for the given year).
- ii. The potential incentive payment, if deemed applicable, will be disbursed to the bidder on an annual basis subsequent to a thorough examination and adherence to the necessary verification procedures and compliance measures pertaining to the achievements accomplished within the given service year.
- iii. In the event that the bidder elects not to assert the incentive for the present service year and instead desires to combine it with the performance of the subsequent year, a written correspondence must be submitted to the Procuring Entity. This letter should explicitly request such action and provide a clear rationale for this decision. The procuring entity retains the ultimate discretion to determine whether or not to consider the aforementioned matter.
- iv. In the event that the predetermined revenue percentage for the service year is not met, the bidder shall be subject to the imposition of penalties, as outlined in the following manner.

Service Level Penalty Matrix (Upon SLA in terms of percentage of total project cost recoverable for Procuring Entity)					
SLA Level	<50%	50% - <60%	60% - <75%	75% - <90%	90% - 100%
Penalty (on absolute amount recoverable in the year)	20%	15%	10%	5%	0%

e) **Service Levels Penalty Matrix – Operations**

- i. In order to qualify for the annual payment in accordance with the Service Level Agreement (SLA), the successful bidder must fulfil the obligation of achieving the specified **revenue targets** pertaining to RISL/ RIAL as outlined in section 7.2(b) of the RFP, for each service year.
- ii. In the event that the revenue generated during the service year falls short of the targeted revenue for that respective year, any such shortfall in the targeted revenue shall be deducted or adjusted from the annual payable amount to the successful bidder for the service year.
- iii. In the event of any additional deficit in the amount recoverable for the procuring entity after deduction or adjustment from the annual payable amount to the bidder per point (ii) above, it shall be the responsibility of the successful bidder to deposit said shortfall for the purpose of settlement.

f) Service Levels Penalty matrix – **Manpower**

S.No.	Required Service Levels (To be measured Quarterly throughout the project duration)	Penalty (in case of non-conformity to desired Service Levels in any Quarter)
1	Non-availability of deployed / required technical manpower (Excluding support staff)	Rs. 5000.00 for each business day of non-availability of deployed/ required manpower. <i>Note: - Non-availability of deployed/ required manpower for 30 consecutive calendar days shall be treated as breach of contract. In such cases the Procuring Entity may invoke default Section or as deemed appropriate.</i>

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DOCUMENT CHECKLIST

S.N.	Documents Type	Document Format	Applicable (Yes/No)	Attached (Yes/No)	Page Number
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 / Qualification Documents					
4	Technical Specifications	Aa per Annexure 1.1			
5	Undertaking On Being Not Blacklisted	As per Annexure -2			
6	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4			
7	Bidders Self Declaration	As per Annexure – 5			
8	Certificate of conformity/ no deviation	As per Annexure – 6			
9	Declaration by bidder	As per Annexure – 7			
10	Manufacturer's authorization form (<i>if applicable</i>)	As per Annexure – 8			
11	Undertaking On Authenticity Of Equipment's	As per Annexure – 9			
12	Components offered (<i>As Applicable</i>)	As per Annexure – 10			
13	Financial bid cover letter format	As per Annexure – 11			
14	Consortium Agreement (<i>If Applicable</i>)	As per Annexure -14 (Indicative)			
15	Annual turnover certificate	As per Annexure – 17			
16	Net worth certificate	As per Annexure – 18			
Technical Experience / Qualification Documents					
17	Technical Experience Experience of set-up, operation and maintenance of centre / institute as detailed at Section 3.2 [5])	As per Annexure - 15			
18	Technical Experience Supplied required Hardware/ Software services as detailed at Section 3.2 [5])	As per Annexure - 15 A			
19	Technical Experience Candidate trained in digital design sector as detailed at Section 3.2 [5])	As per Annexure - 15 B			
20	Technical Experience Experience of consultancy services provided in digital design sector	As per Annexure - 15 C			
21	Approach & methodology detailing	As per Annexure – 19			
22	Project manager resume (qualification & experience)	As per Annexure - 20			

ANNEXURE-1: BILL OF MATERIAL (BoM)

1. Hardware:

A. Lab-1: UDV

- User Experience and Interface Design Lab (UI/UX)
- 3D Design with Advanced Texturing Lab (DA)
- Visual Communication Design Lab (VC)

S. No.	Item Name	Unit	Quantity* (No.)
1.	iMac System	Nos.	26

* Quantity defines the minimum as per the RIAL / GoR requirement

B. Lab-2: AVMD

- Augmented Reality (AR) & Virtual Reality (VR) Lab
- Motion Digital (MD) Lab
- Digital Architecture (DA) Lab

S. No.	Item Name	Unit	Quantity* (No.)
2.	Desktop Computer System	Nos.	26

* Quantity defines the minimum as per the RIAL / GoR requirement

C. Experience Center

S. No.	Item Name	Unit	Quantity* (No.)
1	iMac System	Nos	5
2	Desktop Computer System	Nos	5
3.	Android Tablet	Nos.	2
4.	iPad	Nos.	2
5.	Ring Lights	Nos.	1
6.	3D-Printers	Nos.	1
7.	Turntable	Nos.	1
8.	Reflectors	Nos.	1
9.	Camera	Nos.	1
10.	3D-Scanner	Nos.	1
11.	Professional Microphone	Nos.	1
12.	Virtual Reality Headset	Nos.	1

* Quantity defines the minimum as per the RIAL / GoR requirement

The initial provisioning encompasses two labs and one experience centre. However, RISL/ RIAL is open to receiving written requests for expanding the infrastructure or increasing the number of labs and centres. This would be considered in the event of significant demand and confirmed enrolment of students or participants. RISL/ RIAL shall be willing to entertain requests from successful bidder who wish to enhance service delivery capacity by incorporating their pre-existing hardware/software components.

2. Software :

S. No.	Item Name	Unit	Quantity* (No.) (Lab-1)	Quantity* (No.) (Lab-2)	Quantity* (No.) (Experience Centre)
1.	PDF Creator/ Editor	Nos.	26	26	10
2.	Software Simulator	Nos.	26	26	10
3.	Professional Staging	Nos.	26	26	10
4.	Prototype Designing	Nos.	26	26	10
5.	Augmented Reality (AR) Publishing	Nos.	26	26	10
6.	Cinematic Motion & Graphics	Nos.	26	26	10
7.	Animation & Drawing	Nos.	26	26	10
8.	Recording & Mixing	Nos.	26	26	10
9.	Platform for Creative Portfolio/ Work Showcasing	Nos.	26	26	10
10.	Converting 2D Artwork into live animations	Nos.	26	26	10
11.	Website Layout Customization	Nos.	26	26	10
12.	Vector & Raster Graphics Development	Nos.	26	26	10
13.	Illustration	Nos.	26	26	10
14.	Professional Writing & Editing	Nos.	26	26	10
15.	Professional Design Layout	Nos.	26	26	10
16.	Application to organize, edit digital photo repositories	Nos.	26	26	10
17.	Photo Editing	Nos.	26	26	10
18.	Video Editing	Nos.	26	26	10
19.	Video Creation & Sharing	Nos.	26	26	10
20.	Tool to search/ access stock of HD images	Nos.	26	26	10
21.	3D Model Designing	Nos.	26	26	10
22.	Texturing of 3D Model	Nos.	26	26	10
23.	Substance Sampler	Nos.	26	26	10
24.	Cloud-based e-signature service	Nos.	26	26	10
25.	Electronic Learning	Nos.	26	26	10
26.	Creative Cloud	Nos.	500	500	0

* Quantity defines the minimum as per the RIAL / GoR requirement

3. Human Resource

S.N.	Designation	Quantity*
1	Centre Head / Manager	1
2	Senior Faculty**	1
3	Faculty**	2
4	Studio Manager/ Experience Centre Head	1
5	Support staff	1
6	Industry Coordinator	1

** Sr. Faculties / Faculties may be deputed / proposed full time/ part time depending on the number of batches and /or may conduct classes in hybrid model with prior permission from THE PROCRURING ENTITY. A minimum of one senior faculty and two Faculty shall always be deputed at any given time (exceptions as per the Procuring Entity discretion).

ANNEXURE- 1.1: TECHNICAL SPECIFICATIONS

A. Hardware Requirement:

Note that all the criteria listed below are the very minimum, and that more stringent specifications should be utilized wherever they are required or necessary. Only deviations that are on the higher side will be taken into consideration, and such deviations will not be given any additional weightage (**Bidder should detail and submit the deviations as per Annexure -10**).

The bidders will be responsible for the maintenance, support services, warranty, and Annual Maintenance Contract (AMC) of the delivered hardware for the duration of the project, which is 5 years.

Item No 1 : Apple iMac System

S. No.	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Processor	Apple M1 chip, 8-core CPU with 4 performance cores and 4 efficiency cores, 7-core GPU, 8-core GPU, 16-core Neural Engine	
4.	Memory	8GB unified memory, Configurable to 16GB unified Memory	
5.	Integrated Intel Graphics Card	Yes	
7.	HDD	256GB SSD, Configurable to: 512GB, 1TB, or 2TB	
8.	Video Support	One external display with up to 6K resolution at 60Hz, Thunderbolt 3 digital video output, Native DisplayPort output over USB	
9.	Audio	High-fidelity six-speaker system with force-cancelling woofers, Wide stereo sound, Support for spatial audio when playing music or video with Dolby Atmos3, Studio- quality three-mic array with high signal-to-noise ratio and directional beamforming, Support for "Hey Siri"	
10.	Network interface	1000BaseT, Gigabit Ethernet (10/100/1G auto sensing)	
11.	USB ports	Two Thunderbolt / USB 4 ports with support for DisplayPort, Thunderbolt 3 (up to 40Gb/s), USB 4 (up to 40Gb/s), USB 3.1 Gen 2 (up to 10Gb/s), 3.5 mm headphone jack, Gigabit Ethernet, Two USB 3 ports (up to 10Gb/s)	
12.	Keyboard	Magic Keyboard with Touch ID and Numeric Keypad, Magic Trackpad	
13.	Wireless	(802.11ax Wi-Fi 6 wireless networking, IEEE 802.11a/b/g/n/ac compatible) Bluetooth (Bluetooth 5.0 wireless technology)	

S. No.	Item	Description of Requirement	Compliance (Yes/No)
14.	Mouse	2 button optical scroll mouse (USB)	
15.	Monitor	24-inch 4.5K Retina display, 4480-by-2520 resolution at 218 pixels per inch with support for 1 billion colours, 500 nits brightness, Wide colour (P3), True Tone technology	
16.	Speakers	Inbuilt	
17.	Operating System	Latest 64-bit licensed macOS Ventura	
18.	Electrical & Operating requirements	Line voltage: 100–240V AC, Frequency: 50Hz to 60Hz, single phase, Operating temperature: 50° to 95° F (10° to 35° C), Relative humidity: 5% to 90% noncondensing	
19.	Warranty	3 Years Comprehensive onsite OEM Warranty	

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Item No 2: Desktop Computer Systems

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Processor	12th Generation Intel Core i7 processor-12700 (up to 5.2 GHz with max turbo, 30 MB cache, minimum 12 cores, 24 threads)	
4.	Memory	16GB, DDR5- 4000MHz	
5.	Integrated Intel Graphics Card	Yes	
6.	Graphics card	WHQL certified NVIDIA Graphics card with 2 GB onboard video memory (non shared) and VR ready option Graphics card shall be chosen such that each workstation supports 4 monitors simultaneously with no degradation in video quality considering HD video quality and 25 fps	
7.	HDD	512 GB, M.2 2280, PCIe Gen 4, NVMe, SSD,	
8.	Network interface	integrated ethernet	
9.	Audio	Line/Mic IN, Line-out/Spr Out (3.5 mm)	
10.	USB ports	Universal Audio Jack, USB 3.2 Gen 2 (2), 2 USB 3.2 Gen 2, 1 Type-C, USB 3.2 Gen 1 (2), Serial port (optional), 2x DisplayPort 1.4a (each up to 4096 x 2304@60Hz), RJ-45 Ethernet, Power Cord Connector, Release latch, Padlock ring, Security-cable slot.	
11.	Keyboard1	USB wired keyboard with Hot Keys Function, keyboard technology - plunger	
12.	Mouse	USB Optical, 3-button, Cable Length 1.6 m (minimum), Resolution 1660 dpi (minimum)	
13.	Speakers	Inbuilt	
14.	Monitor	LED-backlit LCD monitor - 24", USB 3.2 Gen 1 hub Panel Type – IPS Full HD (1080p) 1920 x 1080 at 60 Hz Pixel Pitch (0.2745 mm) Brightness (250 cd/m ²) Colour Support (16.7 million colours) Compliant - RoHS, NFPA 99, DisplayPort 1.2, BFR-free, HDCP 1.4, PVC-free Input Connectors (HDMI, VGA, DisplayPort) Display Position Adjustments (Height, pivot (rotation), swivel, tilt) Power Consumption (12W) Aspect Ratio (16:9)	
15.	Operating System	Latest 64-bit licensed Microsoft Windows 11 Pro operating system with media as per proposed solution	
16.	Anti-virus feature	Advanced antivirus, antispysware, desktop firewall, intrusion prevention (comprising of a single, deployable agent) which	

S.No	Item	Description of Requirement	Compliance (Yes/No)
		can be managed by a central server. (Support, updates, patches and errata for the entire contract/ project period)	
17.	Warranty	5 Years Comprehensive onsite OEM Warranty	

Item No 3: Android Tablet

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Processor	Qualcomm SM8250, Snapdragon 865, 5G+ (7nm+)	
4.	CPU	Octa-core (1x3.09 GHz Cortex-A77 & 3x2.42 GHz Cortex-A77 & 4x1.80 GHz Cortex-A55)	
5.	GPU	Adreno 650	
6.	Memory	8 GB RAM	
7.	Display	11-inch (2560 x 1600) 120Hz LCD display	
8.	Storage	128 GB / 256 GB	
9	Ports	USB-C, microSDX, magnetic connector	
10	Operating System	Android 10, upgradable to Android 12L, One UI 4.1.1	
11	Sensors	Fingerprint (side-mounted), accelerometer, gyro, proximity, compass	
12	Camera	13 MP, f/2.0, 26mm (wide), 1/3.4", 1.0µm, AF 5 MP, f/2.2, 12mm (ultrawide), 1.12µm	

Item No 4: iPad

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Processor	A14 Bionic chip, 16 core- Neural Engine	
4.	Memory	64 GB RAM	
5.	Display	Retina display, 27.69 cm / 10.9-inch (diagonal) LED- backlit Multi-Touch display with IPS technology, 2360x1640-pixel resolution at 264 pixels per inch (ppi), True Tone display, 500 nits brightness, Fingerprint- resistant oleophobic coating, Supports Apple Pencil (1st generation)	
6.	Storage	64GB	
7.	Ports	USB Type-C	
8.	Rear Camera	12MP Wide Camera, f/1.8 Aperture, Five Element Lens, Autofocus with Focus Pixels, Panorama (up to 63MP), Photo Geotagging, Auto Image Stabilization, Burst Mode. (Features: Smart HDR 3 for Photos, 3x Video Zoom, Time-lapse Video with Stabilization, Video Image Stabilization, Cinematic Video Stabilization (1080p and 720p), Continuous Autofocus Video, Playback Zoom, Front Camera Features: Smart HDR 3 for Photos, Extended Dynamic Range for Video Up to 30 fps, Cinematic Video Stabilization (1080p and 720p), Time-lapse Video with Stabilization, Lens Correction, Auto Image Stabilization, Burst Mode	
9.	Front Camera	12MP Landscape Ultra-Wide Front Camera, f/2.4 Aperture, Centre Stage, 122 Degree Field of View, 2x Zoom Out	
10.	Video Recording	4K Video Recording at 24 fps, 25 fps, 30 fps or 60 fps, 1080p HD Video Recording at 25 fps, 30 fps or 60 fps, Extended Dynamic Range for Video up to 30 fps, Slow-motion Video Support for 1080p at 120 fps or 240 fps, 720p HD Video recording at 30 fps or 60 fps, Front Camera: 1080p HD Video Recording at 25 fps, 30 fps or 60 fps	
11.	Microphone	Dual microphones for calls, video recording and audio recording	
12.	Connectivity	Wi-fi (Wi-Fi 5 (802.11ac) with 2x2 MIMO; speeds up to 866 Mbps) Bluetooth 4.2	
13.	Power	Built-in 32.4-watt-hour rechargeable lithium-polymer battery, Charging via power adapter or USB-C to computer system	
14.	Sensors	Touch ID, Three-axis gyro, Accelerometer, Barometer, Ambient light sensor	
15.	Operating System	iPadOS 16	

S.No	Item	Description of Requirement	Compliance (Yes/No)
16.	Video Calling/ Audio Calling	Stereo Speakers Video Playback (Supported formats include HEVC and H.264, Dolby Vision and HDR10 content) Audio Playback (Supported formats include AAC, MP3, Apple Lossless, FLAC, Dolby Digital, Dolby Digital Plus and Dolby Atmos, User-configurable maximum volume limit) Siri	

Experience Centre

Item No 5: Ring Lights

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Colour Temperature	3300 to 8000K	
4.	Cooling System	Passive	
5.	Dimming	10 to 100%	
6.	Display	LCD	
7.	Photometrics	37.2 fc / 400 lux at 3.28' / 1 m	
8.	Number of LEDs	160 (Minimum)	
9.	Battery Plate	2 x Sony L-Series	
10.	Fixture Mount	5/8" Receiver	
11.	Power Source	AC Adapter, External Battery	
12.	Max Power Consumption	18W	
13.	Power Supply Output	16 VDC, 2A	
14.	Operating Temperature	14 to 122°F / -10 to 50°C	

Item No 6: 3D Printers

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Extruder Type	IDEX (Independent dual extruders)	
4.	Printing Precision	±0.2mm	
5.	Build Volume	300x250x200mm	
6.	Nozzle Diameter	0.4 mm (0.6/0.8mm)	
7.	Print Speed	10-150mm/s	
8.	Maximum Extruder Temperature	320°C	
9.	Platform Heating Temperature	120°C	
10.	Filament	PLA / ABS / PA / PC / PVA / HIPS / PETG / Wood / ASA / PACF	
11.	Connectivity	USB/Wi-Fi/Ethernet	
12.	Additional Features	Auxiliary Levelling, Out of Filament Reminder, Replaceable Platform, Resume Printing After Power Failure, Touch Screen, Camera, Flexible Magnetic Platform and Air filter	

Item No 7: Turntable

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Rotation	360-degree electric rotation	
4.	Product Material	High quality ABS	
5.	Power Supply Modes	USB cable and Rechargeable battery-operated rotating	
6.	Product Voltage	AC 220V (minimum)	
7.	Product Speed	20 circle/ seconds	
8.	Load-bearing Capacity	Minimum 8 KG	
9.	Product Size	Minimum 20cm Diameter	
10.	Functions	Forward and reverse rotation, Controllable speed, adjustable direction & angle	

Item No 8: Reflectors

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Shape	Round	
4.	Open Diameter	42" (107cm) – minimum	
5.	Folded Diameter	1/3 open size	
6.	Surfaces	White translucent/ white reflective/ silver/ gold/ soft gold	

Item No 9: Camera

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Type	Mirrorless	
4.	Lens	18 - 45 mm f/4.5 - 6.3 IS STM	
5.	Effective Pixels	24.2 MP	
6.	Sensor	Sensor Type: CMOS Image Sensor Size: 22.3 x 14.9 mm	
7.	Viewfinder	Yes	
8.	Focus Mode	Continuous - Servo AF, Manual Focus, Single - Servo AF	
9.	Exposure Mode	Manual, Automatic	
10.	Shutter Features	Shutter Speed: 1/8000 sec with Self-timer	
11.	Built-in Flash	Yes	
12.	Image Features	Image Size: 6240 x 4160 Image Format: JPEG L/RAW/C-RAW/HEIF with HDR Support	
13.	Video Features	Video Resolution: 3840 x 2160 Video Quality: H.264/H.265/MPEG-4/4K	
14.	Display Features	Display Type: Articulating Touchscreen LCD Display Size: 3 inch with Touchscreen	
15.	Storage Features	Compatible Card: SD Card, SDHC, SDXC (minimum 256 GB)	
16.	Power Features	Battery Type: LP-E17 Rechargeable Lithium Polymer), at least 1 battery should be included	
17.	Warranty	5 Years Comprehensive onsite OEM Warranty	

Item No 10: 3D Scanner

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Scan Volume	Maximum Height: 9.8" / 25 cm Maximum Diameter: 7.0" / 18 cm Maximum Weight: 6.6 lbs / 3.0 kg	
4.	Accuracy	Within ± 0.1 mm	
5.	Optics	HD CMOS sensor; 2 x Class 1 eye-safe laser	
6.	Connectivity	USB 2.0	
7.	Supported Operating Systems	Microsoft Windows 7 (64-bit) or later Mac OS X 10.11 El Capitan or later	
8.	Camera Resolution	1.3 Mega Pixels	
9.	Recommended System Requirements	CPU - Intel Core i5 RAM - 4 GB	
10.	File Types Supported	Point Cloud - PLY, XYZ; Mesh - STL, OBJ	
11.	Power	100-240V	
12.	Operating Temperature	60 - 90°F / 15 - 32°C	
13.	Supported Languages	English	

Item No 11: Professional Microphone

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	System	Bandwidth	Up to 46 MHz vs up to 88 MHz
		UHF Frequencies	1680 vs up to 3520
		RF Output Power	Fixed 30 mW vs adjustable 10/30/50 mW
		Mics at Once	Up to 12 mics vs up to 32 mics
		Included Lavalier Mic	ME 2-II omni or ME 4 cardioid vs professional MKE 2 omni
		Headphone Output	No vs yes
		Audio Output	Unbalanced vs balanced
		Plug-On Transmitter	No phantom vs +48V phantom power
		Wireless Transmission	Analog UHF
		Number of RF Channels	1680
		Included Transmitters	Bodypack with Microphone
		Diversity	Antenna Diversity
		RF Frequency Band	G: 566 to 608 MHz
		RF Bandwidth	42 MHz
		Frequency Step Size	25 kHz
		Operating Range	330' / 100.6 m (Line of Sight)
		Systems per Setup	12
Deviation	48 kHz (Peak)		
Modulation	Wideband FM		
4. h	Receiver	Form Factor	Camera-Mount
		Mounting Options	Shoe-Mount (with Included Hardware)
		Antenna	Flexible Whip, Fixed
		Number of Audio Channels	1

S.No	Item	Description of Requirement	Compliance (Yes/No)	
		Audio I/O	1 x 1/8" / 3.5 mm TRS Female Unbalanced Output (Lockable)	
		Gain Range	42 dB (6 dB Steps)	
		Audio Output Level	+12 dBu	
		Approximate RF Sensitivity	1.6 μ V	
		Squelch	5 to 25 dB/V	
		Adjacent Channel Isolation	>65 dB	
		Power Requirements	Battery	
		Battery Type	AA	
		Approx. Battery Life	8 Hours (Alkaline)	
		Display & Indicators	Back-Lit LCD (Battery Status, Output Level, RF Level)	
		Housing	Metal	
		Operating Temperature	14 to 131°F / -10 to 55°C	
		5.	Transmitter	
RF Output Power	30 mW			
Audio Input Level	3 V RMS (Max)			
Gain Range:	48 dB (6 dB Steps)			
Frequency Response	80 Hz to 18 kHz (Mic); 80 Hz to 18 kHz (Line)			
Sync Method	IR			
Antenna	Internal			
Power Requirements	Battery			
Housing	Metal			
Battery Type	AA			
Display & Indicators	Back-Lit LCD (Audio Level, Battery Status, Signal Strength)			
Approx. Battery Life	8 Hours (Alkaline)			
6.	Microphone	Form Factor	Handheld Capsule	
		Sound Field	Mono	
		Capsule	Dynamic	

S.No	Item	Description of Requirement	Compliance (Yes/No)
	Polar Pattern	Cardioid	
	Maximum SPL	154 dB SPL Peak	
	Sensitivity	2.1 mV/Pa	

Item No 12 : Virtual Reality (VR) Headset

S.No	Item	Description of Requirement	Compliance (Yes/No)
1.	Make		
2.	Model		
3.	Storage	256GB storage	
4.	Memory	12GB RAM	
5.	Processor	Qualcomm Snapdragon 662 mobile processor per controller	
6	Controller Tracking	Controller Tracking (SLAM with 3 camera sensors per controller 45W USB-C power adapter)	
7	Sensors	10 advanced VR/MR sensors to support 6 degrees of freedom inside-out SLAM tracking, colour mixed reality and eye/face tracking	
8	Accommodated IPD* range	55-75 mm, with continuous mechanical lens spacing	
9	Speakers	Integrated speakers and microphone; also compatible with 3.5mm earphones via twin left/right jacks Spatial audio support should also be included	
10	Bluetooth	Bluetooth 5.2	
11	Wi-Fi	Wi-Fi 6E enabled.	
12	Display	Display Panels (2 x LCD panels (1800 x 1920 pixels per eye) with local dimming backlight)	

B. Software Requirement:

Note that all the criteria listed below are the very minimum, and that more stringent specifications should be utilized wherever they are required or necessary. Only deviations that are on the higher side will be taken into consideration, and such deviations will not be given any additional weightage.

The successful bidder will be responsible for the maintenance, support services, warranty, and Annual Maintenance Contract (AMC) of the delivered software licences for the duration of the project, which is initially for 5 years. Following Software are required commonly for both the Labs:

Item No 13 : PDF Creator/ Editor

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to create PDF documents from other file formats, such as Microsoft Word, Excel, PowerPoint, images, and web pages. It should be able to convert documents into PDF format by dragging and dropping files into the app, include editing features, such as the ability to add, delete, or modify text, images, and other elements within a PDF document, merge multiple PDFs into a single document, or to split a large PDF into smaller, more manageable files, offer the ability to convert PDFs to other file formats, such as Word documents or image files, include security features such as password protection, encryption, and digital signatures to help protect sensitive documents, and include optimization features to help reduce the file size of PDFs for easier sharing and faster loading times.	<p>Design Proposal Development: When pitching design concepts or project proposals to clients, a PDF creator can be utilized to create visually appealing and interactive presentations. Designers can combine text, images, graphics, and interactive elements within the PDF to effectively communicate their ideas, demonstrate design concepts, and showcase their expertise.</p> <p>Design Documentation Archiving: It is essential to maintain a record of design files and documentation for future reference, revisions, or legal purposes. A PDF creator can convert design files, including sketches, wireframes, or digital mock-ups, into PDF format for archival purposes. PDFs are compact, widely supported, and retain the integrity of the original design while ensuring long-term accessibility.</p>	

Item No 14 : Software Simulator

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to model the behaviour of a system or process, allowing users to simulate the operation of a real-world system, without the need to physically construct or interact with the actual system. It should be able to, simulate the operation of a real-world system, such that allows users to test and optimize the performance of the system under various conditions, train individuals in a safe and controlled environment, without the risk of injury or damage to equipment, test and evaluate the performance of designs before building a physical prototype, provide data on the performance of a system, such as its energy efficiency or throughput, and be used for entertainment purposes, such as video games or virtual reality experiences.	<p>Software Education: The simulator tool can be used for software education. It lets instructors construct virtual environments for pupils to practise utilising software and systems. The application simulates realistic events and interactions to assist trainees learn software functions, build skills, and avoid working with real data or production systems.</p> <p>Risk Assessment and Security Analysis: The simulator programme simulates software security threats, vulnerabilities, and dangers. Designers and security analysts can simulate attack scenarios, data breaches, and system incursions to evaluate system security and find flaws. This helps identify and implement strong security controls.</p>	

Item No 15 : Professional Staging

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to allow users to, digitally stage a property, adding furniture, decor, and other elements to photos of the property, plan the layout of a room, rearranging furniture and other elements to optimize the flow and functionality of the space, include tools and resources for selecting colours, decor, and accessories that complement the property and create a cohesive and attractive design, create before and after comparisons of a staged property, demonstrating the impact of staging on the overall look and feel of the space, include collaboration features, allowing real estate agents, homeowners, and various other stakeholders/ users to share and review staging plans and make changes collaboratively.	<p>Interior design and architecture: Designers can use the application to stage their projects virtually. They can use virtual furniture, decor, and lighting to show clients their design ideas. This helps clients visualise the final design and make decisions.</p> <p>Virtual Event and Exhibition Planning: The tool plans and visualises virtual events, conferences, and exhibitions. Speakers, exhibitors, and performers can present on virtual stages. The technology places virtual screens, podiums, signs, and interactive features, producing a realistic and engaging virtual event experience.</p>	

Item No 16 : Prototype Designing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to allow designers to create and test prototypes of products, services, or experiences to, test and validate new ideas, concepts, and designs, create multiple versions of a prototype and refine it over time based on user feedback and testing, facilitate communication and collaboration among team members, stakeholders, and clients.	<p>User Interface (UI) Animation and Micro interactions: Designers can prototype UI animations and micro interactions to delight users. Designers may add animations, gestures, and visual feedback to button presses, scrolling, and form submissions.</p> <p>Development Support: Prototypes connect designers and developers. Designers can annotate and document prototype design specifications, interactions, and transitions. This ensures correct implementation, a smooth handoff to development teams, and less guesswork during development.</p>	

Item No 17 : Augmented Reality (AR) Publishing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to allow users to, create augmented reality experiences, such as 3D models, animations, and interactive elements, that can be overlaid onto the real world, design and customize the look and feel of AR experiences, such as adding branding, text, and visual effects, publish and distribute it through various channels, such as mobile apps, social media, or websites, provide analytics and metrics that allow users to track engagement and performance of their AR content, allow for integration with other technologies, such as virtual reality or artificial intelligence	<p>Interactive Print Publications: Publishers can add AR content to periodicals, books, catalogues, and brochures. 3D models, films, animations, and interactive components can be accessed by scanning printed pages with mobile devices or AR-enabled devices. This makes print content interactive and engaging.</p> <p>Augmented reality product visualisation and demonstrations: Designers can develop 3D models or interactive animations of products so clients can see and interact with them in real life. Customers can view products from multiple angles, evaluate how they fit into their surroundings, and simulate product use or functionality.</p>	

Item No 18 : Cinematic Motion & Graphics

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to create high-quality and visually appealing animations, graphics, and special effects for video productions, create titles and logos that can be used in film, television, and advertising, create complex animations, such as character animations, motion graphics, and 3D animations, edit and composite video footage, adding and blending various elements, such as visual effects, titles, and animations, to create a seamless and professional-looking final product, and enhance the visual storytelling of video productions, by adding creative and dynamic elements that engage and captivate the audience.	<p>Broadcast Graphics: TV broadcasters use the tool to produce on-air graphics, lower thirds, and overlays. Designers may improve news, sports, and entertainment material using moving text, logos, and visuals.</p> <p>VR/AR: Designers can add animated visuals, visual effects, and interactive components to virtual or augmented worlds. They can give dimension, movement, and interactivity to digital information for immersive and engaging virtual and augmented reality experiences.</p>	

Item No 19 : Animation & Drawing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	<p>Ability to create high-quality and visually appealing animations, illustrations, graphics, 2D or 3D animations, to draw and illustrate using a variety of techniques, such as vector drawing, raster painting, and digital sketching, create storyboards, which are used in film and television production to plan and visualize scenes and shots, edit and composite video footage, adding and blending various elements, such as visual effects, titles, and animations, to create a seamless and professional-looking final product, and enhance the visual storytelling of video productions, by adding creative and dynamic elements that engage and captivate the audience.</p> <p>It should also offer advanced features, such as pressure sensitivity, brush customization, and 3D modelling to produce cutting-edge visual content.</p>	<p>Storyboarding and Previsualization: Film, animation, and commercial preproduction uses the tool for storyboarding and previsualization. Designers can animate storyboard panels to visualise shots, camera movements, and time. This aids visual narrative development and communication before production.</p> <p>Character Animation: Films, TV shows, video games, and ads use the technique to create animated characters. Designers may sketch and animate figures with realistic movements, expressions, and interactions. Keyframes, motion patterns, timing, and relaxing effects may bring characters to life.</p>	

Item No 20 : Recording & Mixing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to record, edit, and mix audio to record audio, such as music, voiceovers, and sound effects, using a variety of sources, such as microphones, instruments, and digital audio inputs, edit and manipulate audio files, such as cutting, pasting, and adjusting the volume, pitch, and timing of audio tracks, mix and blend multiple audio tracks together, adjusting the levels, panning, and effects of each track to create a balanced and polished final product, add a variety of effects to audio tracks, such as reverb, delay, compression, and EQ, to enhance the sound and create a specific mood, and optimizing the overall volume, frequency balance, and dynamics of the audio.	<p>Foley and Sound Effects Recording: Foley artists and sound designers record and mix custom sound effects for films, animations, and video games. They can record and modify sounds to generate realistic, visual-synchronized audio effects.</p> <p>Podcasters and voiceover artists use it to record and edit audio. It lets customers record clear, professional-quality voice recordings, cut out faults and noise, and improve the sound. The programme lets users add intros, outros, music, and other components to podcasts and voiceovers.</p>	

Item No 21 : Platform for Creative Portfolio/ Work Showcasing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	<p>Ability to provide users with a customizable portfolio, to showcase their work in a professional and visually appealing manner, connect with other creatives and potential clients, promoting their work and building their professional network, receive feedback on their work from other creatives and potential clients, collaborate with other creatives on projects, promoting teamwork and cross-disciplinary collaboration.</p> <p>It should also be able to offer advanced features, such as analytics, e-commerce integration, and social media sharing, allowing creative community to promote their work and build their professional brand.</p>	<p>Networking and Collaboration: Designers can meet other creatives, clients, and collaborators on the platform. Share their portfolio, comment, and cooperate. The platform can facilitate networking, opportunity discovery, and professional partnerships.</p> <p>Skill Development and Progress Tracking: The platform may track design skills and projects over time. Designers can exhibit their learning experience by organising their work chronologically or by skill level. This can help young designers show their talent and commitment to progress.</p>	

Item No 22 : Converting 2D Artwork into live animations

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	<p>Ability to bring 2D character designs to life with animation, adding movement and personality to artwork, add animation and motion to still images, enhancing the visual storytelling of a project by adding dynamic elements that engage and captivate the audience,</p> <p>create animated explainer videos, transforming static images and designs into engaging and informative videos, add special effects and motion graphics to video projects, and automate the animation process.</p> <p>It should also be able to offer advanced features, such as keyframe animation, rigging, and physics simulation, allowing artists and animators to create complex and dynamic animations.</p>	<p>Storytelling & Narration: The animation tool lets designers animate 2D artwork to tell stories. They can animate characters, drawings, and scenes for narratives, explanations, and interactive visual storytelling. Digital publications, presentations, educational materials, and promotional videos employ this.</p> <p>Motion Graphics and Effects: Designers can create motion graphics and visual effects from static artwork. The programme lets you add depth, movement, and visual intrigue to artwork by animating particles, transitions, and overlays. Video, motion graphics, and multimedia presentations can use this.</p>	

Item No 23 : Website Layout Customization

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to design and customize website layouts, including drag-and-drop layout tools, HTML and CSS editing capabilities, and pre-built templates, provide a range of development tools, including code editors, debugging tools, and integration with popular web development frameworks, upload web pages directly to a web server, create responsive websites, and to allow multiple users to work on a website project simultaneously, sharing files and working together in real-time.	<p>Grid Systems: Grid systems organise and coordinate website elements. Website Layout Customization tools let designers set column widths, gutters, and responsive breakpoints for grid layouts. This keeps content aligned and organised.</p> <p>Page Transitions and Animations: Interactive features and animations improve user experience and visual appeal. Website Layout Customization tools let designers add custom animations, transitions, and effects to website elements. They can control how webpage items appear, fade, slide, or animate.</p>	

Item No 24 : Vector & Raster Graphics Development

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	<p>Ability to create images made up of scalable vector shapes, which are defined by mathematical equations and features to resize without losing resolution (Vector Graphics)</p> <p>Ability to create images made up of pixels (fixed resolution), and features to edit such photos, creating digital paintings, and designing user interfaces (Raster Graphics)</p>	<p>Photo Editing and Retouching: Raster graphics tools excel at photo editing and retouching tasks. A Vector & Raster Graphics Development tool provides designers with a wide range of raster-based editing capabilities such as adjusting exposure, colour correction, retouching imperfections, applying filters, and enhancing images. Designers can work with high-resolution photographs and achieve precise control over image editing.</p> <p>Icon Design: Icons often require precise shapes and clean lines, which are best created using vector graphics. A Vector & Raster Graphics Development tool allows designers to create vector-based icons with sharp edges, smooth curves, and scalable qualities. Designers can then enhance the icons with raster-based effects or textures for added visual interest</p>	

Item No 25 : Illustration

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to create digital paintings and drawings, with a variety of brushes and tools that simulate traditional art media such as pencils, pens, and watercolours, create graphics for a range of applications, including branding, advertising, and web design, create infographics like charts, graphs, and other visual elements that can be used to communicate complex information in a clear and engaging way, create digital illustrations for books, magazines, and other publications, and create animated illustrations and motion graphics for use in video projects.	Designers can draw, paint, and digitally manipulate shapes and colours to create detailed and expressive illustrations . The software offers tools like the Pen tool, brushes, and gradients to bring creative ideas to life. Professionals can also create logos, icons, illustrations, and other graphical elements using Illustrator's powerful vector editing tools. The vector format allows for easy scaling without loss of quality, making it ideal for both print and digital design.	

Item No 26 : Professional Writing & Editing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to provide a range of tools for creating and formatting text, editing and proofreading content, including paragraph and character styles, spell-checking, and track changes, manage workflow, along with assigning tasks, setting deadlines, and track progress.	A Professional Writing & Editing tool can offer multilingual support , providing dictionaries, grammar rules, and style guides for different languages. This ensures that the written content is accurate and consistent across different language versions. It can help designers proofread and edit their written content , suggesting improvements, identifying grammar and spelling mistakes, and ensuring consistency in tone and style	

Item No 27 : Professional Design Layout

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to create professional-grade layouts for a wide range of applications, including print and digital media, create print materials such as brochures, posters, and business card via a range of tools for designing layouts, adding text and images, and formatting the final product for printing, create digital media, such as web pages, eBooks, and digital magazines, and create professional presentations, such as slide decks for business meetings or academic presentations.	Editorial Design , layout tools are essential for designing editorial content such as newspapers, magazines, newsletters, or digital publications. It enables designers to arrange text, images, headlines, captions, and other elements in a logical and visually appealing manner A Professional Design Layout tool provides designers with the ability to create and arrange UI elements like buttons, menus, forms, and content blocks, ensuring a well-organized and intuitive user experience.	

Item No 28 : Application to organize, edit digital photo repositories

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to manage, edit, and organize digital photos, offering features for photo management, including the ability to organize photos by keywords, ratings, and metadata, apply adjustments and edits to multiple photos at once, include editing tools for adjusting colour, exposure, contrast, retouching photos, removing blemishes and other imperfections, and adding special effects such as vignettes, gradients to name a few.	Batch Processing , designers often encounter scenarios where they need to apply the same edits or adjustments to multiple images. A photo management tool can automate and streamline batch processing tasks such as resizing, cropping, or applying filters to save time and effort. Enables designers to share image libraries or specific folders with team members, facilitating seamless collaboration, feedback exchange, and version management	

Item No 29 : Photo Editing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to adjust and correct images, add creative effects and designs, adjust the brightness, contrast, and colour, provide a range of special effects and filters that can be applied to images to create unique and artistic designs, crop and resize images, and to add text and graphics to an image.	<p>Typography and Text Effects: Incorporating text into images or compositions is essential in Digital design. A photo editing tool allows designers to add and format text, apply effects like shadows or gradients, and integrate text seamlessly into their designs.</p> <p>Image Manipulation: Designers often need to modify and manipulate images to fit their creative vision. A photo editing tool allows them to crop, resize, rotate, and flip images, as well as adjust colours, brightness, contrast, and saturation</p>	

Item No 30 : Video Editing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to cut, splice, and edit video footage, add creative effects and designs, provide a range of transition effects, such as fades and dissolves, to smooth the transition between different clips or scenes in a video, adjust the colours and contrast of video footage, add special effects, such as slow motion or time-lapse, to add interest and creativity to a video, add audio to a video, such as background music, sound effects, or voiceover narration, and export a finished video in a range of formats to share online or on social media.	<p>Film and Video Production: Professional filmmakers and video producers can use the tool to edit and enhance their footage. They can trim and arrange clips, apply transitions, add special effects, adjust colours and audio, and create a final, polished product.</p> <p>Content Creation for Social Media: Content creators, influencers, and digital marketers can utilize the video editing tool to create engaging videos for social media platforms.</p>	

Item No 31 : Video Creation & Sharing

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to create and share videos online, provide a range of features and tools to create high-quality video content, including editing tools, effects, and music, provide features and tools to promote video content, such as the ability to add hashtags, create thumbnails, and optimize videos for search engines, and provide analytics tools to track the performance of video content, such as views, engagement, and shares.	<p>Event Coverage and Documentation, whether it's a conference, trade show, live performance, or a special occasion, users can record videos, edit them, and share highlights or recaps with their audience.</p> <p>Professionals, educators, and trainers can leverage the video creation and sharing tool to develop engaging presentations and tutorials. They can create video content that simplifies complex concepts, provides step-by-step instructions, or delivers engaging lectures.</p>	

Item No 32 : Tool to search/ access stock of HD images

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to search for, preview, and download high-quality assets for use in various creative projects, provide a range of search and filtering tools, allowing users to search for specific types of assets based on keywords, categories, and other criteria, preview assets before downloading them, ensuring that they are the right fit for a particular project, provide the ability to download assets in various formats and sizes, and provide information about licensing and usage rights for each asset, ensuring that users can use them legally and ethically.	For Blogging and Content Creation , social media professionals can use a stock image search tool to find visually appealing and relevant HD images to complement their written content. This helps attract readers, improve the overall aesthetics of the blog or social media posts, and increase engagement. E-commerce designers can search/ find HD images of products using the tool to display on their websites, making them more visually appealing and helping potential customers make informed purchasing decisions.	

Item No 33 : 3D Model Designing

S.No	Item	Description of Requirement	Use case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to create, edit, and manipulate three-dimensional objects in a digital environment, add textures and materials to 3D models, giving them a more realistic look and feel, animate 3D models, creating dynamic and interactive scenes, provide collaboration features, allowing multiple users to work on the same project simultaneously, and export 3D models in various formats.	<p>Game Development and Animation, for creating characters, objects, and environments in video games and animations, to create an immersive experience for players or viewers.</p> <p>Prototyping and Rapid Manufacturing, for rapid prototyping and additive manufacturing techniques like 3D printing. The models can be converted into printable files, allowing designers to physically test their designs, assess ergonomics, and make necessary modifications.</p>	

Item No 34 : Texturing of 3D Model

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to add textures and materials to 3D models, surface details such as bumps, scratches, and imperfections to 3D models, create custom textures for 3D models, allowing designers to add unique and personalized details to their designs, map textures onto 3D models, giving them a more realistic look and feel, adjust various properties of textures, such as colour, transparency, and reflectivity, and export textured 3D models in various formats, making it easy to use them in other applications.	<p>Texture Mapping, allows the artist to define how the textures wrap around the geometry of the model, enabling the artist to create realistic surface details, such as skin, fabric, wood grain, or metal surfaces.</p> <p>Texture Baking, for faster rendering, it transfers the high-resolution details from a high-polygon model to a lower-polygon model, creating a texture map that retains the intricate surface details while reducing computational overhead during rendering.</p>	

Item No 35 : Substance Sampler

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to create and edit high-quality textures from a wide variety of sources, extract textures from photographs and other source images, provide a range of features for generating seamless textures, adjust various properties of textures, such as colour, contrast, and saturation, and export textures in various formats, making it easy to use them in other applications, such as game engines or 3D design software.	<p>Colour Sampling: Allows the designer to sample colours from various digital sources, such as images, websites, or digital artwork. By selecting a specific area or pixel, the tool captures the colour information, including RGB, CMYK, or hexadecimal values, for further use.</p> <p>Inspirational Sampling: Can be used to capture colours from inspirational sources, such as photographs, nature, or artwork.</p>	

Item No 36 : Cloud-based e-signature service

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	To facilitate the electronic signing of documents, making the process faster, more convenient, and legally binding. The service should adhere to international e-signature laws and regulations, ensuring the validity and legality of electronically signed documents. This includes adhering to standards like eIDAS (EU) or ESIGN Act (USA)	<p>Non-Disclosure Agreements (NDAs): Simplify the process of obtaining and managing NDAs when dealing with sensitive information or confidential business discussions.</p> <p>Business Contracts: Streamline the process of signing and executing business contracts, such as sales agreements, vendor contracts, partnership agreements, and service level agreements.</p>	

Item No 37 : Electronic Learning

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
1.	Operating Systems Supported			
2.	Version			
3.	Features	Ability to allow users to create software demonstrations, software simulations, branched scenarios, and randomized quizzes in .swf and HTML5 formats, create courses that are mobile-ready and responsive with ready-to-go slides and out-of-the-box interactions	<p>Teacher Support and Resources: Offers a comprehensive suite of resources for teachers, including lesson plans, instructional materials, and professional development modules</p> <p>Assessment and Analytics: Provides a range of assessment options, including quizzes, interactive assignments, and online tests. It automatically grades the assessments, providing instant feedback to students and reducing the teacher's workload.</p>	

Item No 38 : Creative Cloud

S.No	Item	Description of Requirement	Use Case	Compliance (Yes/No)
4.	Operating Systems Supported			
5.	Version			
6.	Features	A creative suite which offers applications with photo editing capabilities, vector illustrations, drawing capabilities, video editing and 3D capabilities and other complementary services for enabling hands on practice of users, virtually. The user to have the above access on their personal laptops, desktops, web and mobile that is managed or created by administrator using a global admin console. (valid for a one-year subscription, commencing from the date of enrollment of the student/participant from the first time use onwards.)	Educational and Training Material: Develop educational and training materials, presentations, and eBooks for educators and corporate trainers. Interactive PDFs and eBooks: Create interactive and dynamic PDFs and eBooks incorporating multimedia elements like videos and audio	

*Assuming that each lab is running 5 batches per lab of 25 participants, for 6 cycles a year

* 26 iMacs in Lab 1, 26 Desktops in lab 2, 5 iMacs + 5 Desktops in Experience Centre, 1 Android Tablet, 1 iPad

C. Manpower Requirement:

The responsibility for the deployment, retention, and performance of all deployed resources lies with the bidders, in accordance with the requirements outlined in the Request for Proposal (RFP). It is incumbent upon the bidder to ensure that all proposed resources possess the necessary educational qualifications and relevant experience, as specified below:

S.No.	Position of Manpower	Qualification	Eligibility
1	Centre Head	Bachelors (any) + Masters (Management/ MBA/ PGDM)	15 years of experience in managing Centres of similar capacity (in Design) Or 15 years of experience in Administration of Higher Education Institutions (Design and Fashion) Or 15 years of Experience in Heading capacity building Institutions of Similar Capacity
2	Senior Faculty	Ph. D. degree in relevant field and First class or equivalent at either Bachelor's or Master's level in the relevant branch. AND At least 6 research publications at the level of Associate Professor in SCI journals / UGC / AICTE approved list of journals and at least 2 successful Ph.D. guided as Supervisor / Assistant Supervisor till the date of eligibility of promotion. OR At least 10 research publications at the level of Associate Professor in SCI journals / UGC / AICTE approved list of journals till the date of eligibility of promotion	Minimum of 10 years of experience in teaching / research / industry out of which at least 3 years shall be at a post equivalent to that of an Associate Professor.
3	Faculty	B. E. / B. Tech. / B. S./B.Design and Masters or Integrated Masters in relevant branch (Design and Relevant Fields in Fashion) with first class or equivalent in any one of the degrees.	Minimum of 5 years of experience in Teaching / Research / Industry out of which at least 3 years shall be at a post equivalent to that of an Associate Professor.

S.No.	Position of Manpower	Qualification	Eligibility
4	Studio Manager/ Experience Centre Head	Bachelors in Technology (relevant field or course)	5 years of industry experience in relevant field
5	Support staff	Bachelor's Degree (Finance / Commerce / admin etc)	2 years of relevant experience
6	Industry Coordinator	Bachelor's Degree	5 years of industry experience with proficient speaking and writing skills
7	Additional Resource (if any)*	Bachelor's Degree	2 years of relevant experience
8	Additional Resource (if any)*	Bachelor's Degree	2 years of relevant experience
9	Additional Resource (if any)*	Bachelor's Degree	2 years of relevant experience
10	Additional Resource (if any)*	Bachelor's Degree	2 years of relevant experience

ANNEXURE-2: UNDERTAKING ON BEING NOT BLACKLISTED

(To be printed on Rs. 100 non-judicial stamp paper and duly notarised)

(In case of a consortium, all the members of the consortium must submit the undertaking separately)

This is to certify that << COMPANY NAME >> is not blacklisted by the Government of Rajasthan or any of its agencies for any reasons whatsoever and not blacklisted by Central /any other State/UT Government or their agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and has not backed out from executing the work after award of the work as on the DD/MM/2023.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

ANNEXURE-3: PRE-BID QUERIES FORMAT

{to be filled by the bidder on company Letterhead}

Name of the Company/Firm: _____

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

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

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

Query / Clarification Sought:

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

Note: - Queries must be strictly submitted only in the prescribed format. Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

ANNEXURE-4: BIDDER’S AUTHORIZATION CERTIFICATE

{to be filled by the bidder on company Letterhead}

To,

{Procuring entity},

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 {Procuring entity} while processing the Bid. For validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: SELF-DECLARATION

{to be filled by the bidder on company Letterhead}

To,

{Procuring entity},

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder on company Letterhead}

To,

{Procuring Entity},

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-7: DECLARATION BY BIDDER

{to signed by Bidder on company Letterhead}

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

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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ANNEXURE-8: MANUFACTURER'S AUTHORIZATION FORM (MAF)

{to signed by the OEM/ Technology Partner on company 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 reference for the following Hardware/ Software manufactured by us: -

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

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

We hereby confirm that the offered Hardware/ Software, as mentioned above, is complying to the respective technical specification mentioned in RFP.

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

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS

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

To,

{Procuring Entity},

Reference: NIB No.: _____ Dated: _____

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

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

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

Authorized Signatory

Name:

Designation:

ANNEXURE 10: COMPONENTS OFFERED

{to be submitted by the bidder on his Letter head}

Please fill the following, in case of any deviation from technical specification detailed at Annexure 1.1.

S. No.	Item Name and Item No.	Make	Model	Specification as per Annexure 1.1	Deviation with reference to Annexure 1.1
1.	{Item No. xx}				
2.	{Item No. xx}				
3.	{Item No. xx}				

Deviations, if any, with reference from list of Hardware & Software (As per Annexure-1.1: Technical Specifications) should be appropriately mentioned & highlighted in the deviation column.

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ANNEXURE 11: FINANCIAL BID COVER LETTER FORMAT

{to be submitted by the bidder on his Letter head}

To,

{Procuring Entity},

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 Agreement & 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 is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

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 undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.

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 _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE 12: INDICATIVE FINANCIAL BID FORMAT

{to be submitted by the bidder only in prescribed BoQ format available online at e-Procurement portal}

A. Hardware Cost

S.N.	Name of Item (All Items as per BOM)	Units	Quantity	Unit price	Total Cost (excluding GST*)	Applicable GST* on Column 6	Total Cost (Including GST*)
1	2	3	4	5	6	7 = (6 X GST%)	8 = (6 + 7)
1	iMac System	Nos.	31				
2	Desktop Computer System	Nos.	31				
3	Android Tablet	Nos.	5				
4	iPad	Nos.	2				
5	Ring Lights	Nos.	2				
6	3D-Printers	Nos.	1				
7	Turntable	Nos.	1				
8	Reflectors	Nos.	1				
9	Camera	Nos.	1				
10	3D-Scanner	Nos.	1				
11	Professional Microphone	Nos.	1				
12	Virtual Reality Headset	Nos.	1				
Grand Total (A)			78	₹ 0	₹ 0	₹ 0	₹ 0

* GST shall be paid on actuals as per prevailing rates

B. Software Cost

B. Software (including comprehensive Licences, Annual Maintenance Contract (AMC), on-site OEM warranty, and support for entire 5 years)							
S.N.	Name of Item (All Items as per BOM)	Units	Quantity	Unit price	Total Cost (excluding GST*)	Applicable GST* on Column 6	Total Cost (Including GST*)
1	2	3	4	5	6	7 = (6 X GST%)	8 = (6 + 7)
1	PDF Creator/ Editor	Nos.	62				
2	Software Simulator	Nos.	62				
3	Professional Staging	Nos.	62				
4	Prototype Designing	Nos.	62				
5	Augmented Reality (AR) Publishing	Nos.	62				
6	Cinematic Motion & Graphics	Nos.	62				
7	Animation & Drawing	Nos.	62				
8	Recording & Mixing	Nos.	62				
9	Platform for Creative Portfolio/ Work Showcasing	Nos.	62				
10	Converting 2D Artwork into live animations	Nos.	62				
11	Website Layout Customization	Nos.	62				
12	Vector & Raster Graphics Development	Nos.	62				
13	Illustration	Nos.	62				
14	Professional Writing & Editing	Nos.	62				
15	Professional Design Layout	Nos.	62				
16	Application to organize, edit digital photo repositories	Nos.	62				
17	Photo Editing	Nos.	62				
18	Video Editing	Nos.	62				

RFP for Selecting Agencies for Setting-up Centre of Innovation & Research in Digital Design at Rajasthan Institute of Advanced Learning (RIAL)

19	Video Creation & Sharing	Nos.	62				
20	Tool to search/ access stock of HD images	Nos.	62				
21	3D Model Designing	Nos.	62				
22	Texturing of 3D Model	Nos.	62				
23	Substance Sampler	Nos.	62				
24	Cloud-based e-signature service	Nos.	62				
25	Electronic Learning	Nos.	62				
26	Creative Cloud	Nos.	1000				
Grand Total (B)			2550	₹ 0	₹ 0	₹ 0	₹ 0

C. Manpower / Operation Cost

C. Manpower (including Standard Appraisals and applicable taxes from Year 2 to Year 5)							
S.N.	Position of Manpower	Units	Quantity	Unit Cost Excluding GST	Total Cost Excluding GST	GST on Total Cost	Total Cost
1	2	3	4	5	6=(5x4)	7=(6xGST%)	8=(6+7)
1	Centre Head	Nos.	1				
2	Senior Faculty	Nos.	1				
3	Faculty	Nos.	2				
4	Studio Manager/ Experience Centre Head	Nos.	1				
5	Support staff	Nos.	1				
6	Industry Coordinator	Nos.	1				
7	Additional Resource (if any)*	Nos.					
8	Additional Resource (if any)*	Nos.					
9	Additional Resource (if any)*	Nos.					
10	Additional Resource (if any)*	Nos.					
Grand Total (C)				0	0	0	0

Total Bid Value (A + B + C)	(Amount in Words)	(Amount in Number)
------------------------------------	--------------------------	---------------------------

*Additional Resources if required by Bidder for conducting the entire operation

ANNEXURE 13: BANK GUARANTEE FORMAT

{to be submitted by the bidder's bank}

A. 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/ RIAL),

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/ RIAL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL/ RIAL") 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 the Procuring Entity 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 the Procuring Entity of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity and it is further declared that it shall not be necessary for the Procuring Entity 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 Procuring Entity 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 Procuring Entity 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:

B. 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/ RIAL.
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 Procuring Entity at the following address:

C. 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/ RIAL),

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/ RIAL") having agreed to exempt M/s(hereinafter called "the said Bidder(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the RISL/ RIAL through and(Bidder) for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Bidder (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 ofBidder(s) do hereby undertake to pay to the RISL/ RIAL 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/ RIAL. Any such demand made on the bank by the RISL/ RIAL 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/ RIAL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL/ RIAL 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/ RIAL any money so demanded notwithstanding any dispute or disputes raised by the bidder(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/ RIAL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL/ RIAL certifies that the terms and conditions

of the said Agreement have been fully and properly carried out by the said Bidder(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the RISL/ RIAL that the RISL/ RIAL 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 Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL/ RIAL against the said Bidder(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 Bidder(s) or for any forbearance, act or omission on the part of the RISL/ RIAL or any indulgence by the RISL/ RIAL to the said Bidder(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 bidder(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL/ RIAL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL/ RIAL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RISL/ RIAL to proceed against the bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL/ RIAL may have obtained or obtain from the bidder.
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 favour 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.
12. This guarantee shall be governed by and construed in accordance with the Indian Laws

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/ RIAL

For and on behalf of the RISL/ RIAL

Signature

(Name & Designation)

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ANNEXURE-14: INDICATIVE FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value [not less than INR 100] & to be notarized and to be purchased in the name of executants' or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this day of..... Two Thousand By: M/s. a Company incorporated under the laws of..... and having its registered office at (Hereinafter called the "Lead Member/First Member" which expression shall include its successors);

and

M/s. a Company incorporated under the laws of and having its registered office at..... (hereinafter called the "Second Member" which expression shall include its successors)

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Bid (Stage One & Stage Two)") for the work of (Name of work)for (Name of project) of M/s..... to Government of Rajasthan (GoR)/ RajCOMP Info Services Limited (herein after called the 'Owner' or 'RISL'), RISL being a Company incorporated under the Companies Act, 1956 having its registered office at Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, India (hereinafter called the "Owner/GoR/ RISL") in response to GoR/ RISL Request for Proposal Document (hereinafter called as" EoI/RFP" Document) Dated..... for the purposes of submitting the bid no. and entering a contract in case of award for the work of(Name of work).....for (Name of project) of GoR/ RISL.

WHEREAS the Owner invited bids vide its EoI/ RFP document no. for the work of AND WHEREAS as per document, Consortium bids

will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the PQ bid is being submitted to the Owner vide proposal dated based on the Consortium Agreement being these presents and the PQ bid with its PQ bid forms and submission documents, in accordance with the requirement of PQ document conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Section _____ of EoI/ RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the EoI/ RFP document may submit a Proposal signed by Lead Member of the Consortium Members to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to GoR/RISL and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium
 - a. shall be..... Consortium.
2. M/s. shall act as Lead Member for self, and for and on behalf of M/s (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Expression of Interest (EoI)/ Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
3. That M/s _____ which is the Lead Member of the Consortium shall invest and continue to invest% (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period (Complete Project Period) as specified in the EoI/ RFP document.
4. That M/s _____, (Second Member) shall invest and continue to invest% interest of the Consortium for the Lock in Period (Complete Project Period) as specified in the EoI/ RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of GoR/RISL.

6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the EoI/ RFP document shall be as under:

S. No.	Project Component/Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member of Consortium
1			
2			
3			
4			

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the EoI/ RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
8. For the purpose of this Agreement, the EoI/ RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GoR/ RISL, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the EoI/ RFP Document.
9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
10. If GoR/ RISL suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to EoI/ RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the EoI/ RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GoR/ RISL on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the GoR/ RISL, with respect to any of the claims arising out of the performance or non-performance of obligations under the EoI/ RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GoR/RISL.
12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.

14. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GoR/RISL.

15. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, EoI/ RFP Document and under this Agreement.

16. Any other terms and conditions not in contradiction to the EoI/ RFP and above-mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorized representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated</p> <p>1) Witness Name: Signature: Designation:</p> <p>2) Witness Name: Signature: Designation:</p>	<p>For and on behalf of M/s..... (Lead Bidder)</p> <p>(Signature of authorized representative) Name: Designation:</p>
<p>Common Seal of has been affixed in my/our Second Member presence pursuant to Board of Director's resolution dated</p> <p>1) Witness Name: Signature: Designation:</p> <p>2) Witness Name: Signature: Designation:</p>	<p>For and on behalf of M/s..... (Second member)</p> <p>(Signature of authorized representative) Name: Designation:</p>

ANNEXURE-15: FORMAT FOR SUBMISSION OF TECHNICAL EXPERIENCE / QUALIFICATION

(Experience of set-up, operation and maintenance of center / institute as detailed at Section 3.2 [5])

S.N.	Description	Details	
1	Project Name:		
2	Project Location:		
3	Name of procuring Entity:		
4	Contact Details of Procuring Entity (Name, Email, Contact Number)		
5	Project Start and End Date		
6	Project Current Status (Ongoing / Completed)		
7	Project award value		
7	Project Description:		
8	Key Deliverables:		
9	Key Achievements:		

Note: Relevant copies of supporting documents need to be attached in support of this table.

ANNEXURE-15. A: FORMAT FOR SUBMISSION OF BILLS OF SUPPLY EXPERIENCE

(Supplied required Hardware/ Software services)

S.N.	Item Supplied (Hardware / Software)	Brief Description of supplied items	Year of Supply	Name of Procuring Entity	Contact Details of Procuring Entity (Location, Email, Contact number)	Total Supply Value / Amount
1						
2						
3						

Note: Relevant copies of supporting documents need to be attached in support of this table.

ANNEXURE-15. B: FORMAT FOR SUBMISSION OF TRAINING EXPERIENCE

(Candidate trained)

S.N	Details of training provided (Name of Technology, training / training duration (in Hrs.))	# Candidate Trained	Year	Details of Procuring Entity Name of institute / Location / Contact person details
1				
2				
3				

Note: Relevant copies of supporting documents need to be attached in support of this table.

ANNEXURE-15. C: FORMAT FOR SUBMISSION OF CONSULTANCY SERVICE(S)

(Research / Innovations/ Incubation/ Product Development service)

S.N.	Service Provided (Consultancy/ Research & Development/Incubation Support/Innovation & Product Development)	Brief Description of service provided	Year of engagement (From - To)	Name of Procuring Entity	Contact Details of Procuring Entity (Location, Email, Contact number)	Total Value / Amount of service / contract
1						
2						
3						

Note: Relevant copies of supporting documents need to be attached in support of this table.

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

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant: <please specify>
- (ii) Official address, if any: <please specify>
- (iii) Residential address: <please specify>

2. Name and address of the respondent(s):

- (i) <please specify>
- (ii) <please specify>
- (iii) <please specify>

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

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE 17: - FORMAT OF ANNUAL TURNOVER CERTIFICATE

(To be submitted on letter head of the Statuary auditor duly stamped and signed along with membership details)

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

CERTIFICATE

This is to certify that the Annual Turnover of _____ (Name of organization) for the years 2021-22, 2020-21 & 2019-20 are mentioned below:

S.N.	Financial Year	Annual Turnover (In Crores)	Annual Turnover (in Words)
1	2019-20		
2	2020-21		
3	2021-22		
Total			
Average Annual Turnover			

(Name, Seal and Signature of statuary auditor with membership no.)

ANNEXURE 18: – INDICATIVE FORMAT FOR NET WORTH CERTIFICATE

(To be submitted on letter head of the Statuary auditor duly stamped and signed along with membership details)

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

CERTIFICATE

This is to certify that the Net Worth of _____ (Name of organization) as on 31st March 2022 is INR _____ (_____ Amount in Words _____) based on the audited balance sheet.

(Name, Seal and Signature of statuary auditor with membership no.)

ANNEXURE 19: – FORMAT FOR APPROACH & METHODOLOGY DETAILING

(Bidder to furnish detailed documentation covering each aspect as below)

1. Bidder's understanding of the Scope of Work, Installation / plan of CoE setting up and space required, detailed work plan with methodology for reporting project progress (template/ tool) on weekly basis, project risks assessment and mitigation plan, and day-to-day Operations/ Safety/ Preventative maintenance

2. List of courses to be offered along with costing of the courses (subsidized as compared to market equivalents, ensuring affordability as per the average per capita income of the region), Mode of Training (Offline, Online, Hybrid, timelines to make all modes operational), Training Calendar for the first year of operations (to be submitted with the proposal), Strategy for Student Mobilization, and Manpower deployment plan (Experience & Qualification)

3. Regional/ nearby use cases for the Labs/ Technology being deployed (apart from training), to achieve self-sustainability (Identify local partners, Research Institutions, Universities, and Industry Associations for the Lab. Assess the local Innovation, Research, and Development ecosystem for knowledge exchange, research collaboration, and personnel acquisition)

4. Industry Partnerships and Engagement (Establishing partnerships with external organizations, design agencies, universities, and industry experts, integration of real-world projects into training, collaborating with external stakeholders to stay up to date with industry trends, foster innovation, and create networking opportunities for the Institute) & plan to encourage Innovations, Prototyping, Product Development in the Institute

ANNEXURE 20: – PROJECT MANAGER RESUME (QUALIFICATION & EXPERIENCE)

1. Total work experience (in year):
2. Qualification (Degree / Diploma's):
3. Total project management work experience (in year):
4. Brief details of total work experience:

5. Brief details of projects handled / managed in Digital Design:

Please enclose following along with this format as supporting documents (Duly seal and signed by bidder):

- Updated curriculum vitae of resource proposed to be deployed
- Qualification documents
- All Supporting experience documents