# RajCOMP Info Services Limited (RISL)

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RFP for Rate Contract for Comprehensive Maintenance for three years of Existing Optical Fiber Cable Network in State of Rajasthan (e-Tendering).					
Reference No: F4.6(412)/RISL/Tech/2025/	Date:				
Unique Bid No:					
Mode of Bid Submission	Online though eProcurement/ eTendering system				
Procuring Authority	at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> Managing Director,				
,	RISL, First Floor, C-Block, Yojana Bhawan, Tilak				
Last Date & Time of Submission of Bid	Marg, C-Scheme, Jaipur-302005 (Rajasthan)				
Date & Time for Opening of Technical Bid	Date: 07/04/2025				
-	• Time: 5:00 PM				
Bidding document fee: Rs. 5,	000/- (Rupees Five Thousand Only)				
RISL Processing Fee: Rs. 2500/- (F	Rupees Two thousand Five Hundred Only)				
Name of the Bidding Company/ Firm:					
Contact Person					
(Authorised Bid Signatory):					
Correspondence Address:					
Mobile No.	Telephone & Fax Nos.:				
Website & E-Mail:					

RajCOMP Info Services Limited (RISL)
First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)
Web: <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a>

# **ABBREVIATIONS & DEFINITIONS**

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto		
Authorised Signatory	The Bidder(s)'s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.		
BG	Bank Guarantee		
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format		
Bid Security	A security provided to the procuring entity by a Bidder(s) for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.		
Bidder(s)	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity		
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid		
ВоМ	Bill of Material		
CMC	Contract Monitoring Committee		
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.		
Contract/ Procurement Contract	ent A contract entered into between the procuring entity and a successible Bidder(s) concerning the subject matter of procurement		
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order. The Contract shall be valid for a period of 3 Years for Operations & Maintenance Services after commissioning of the work order/route.		
COTS	Commercial Off The Shelf Software		
Day	A calendar day as per GoR/ Gol.		
DeitY, Gol	Department of Electronics and Information Technology, Government of India.		
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.		
DWC Ducts	Double Walled Corrugated Ducts		
ETDC	Electronic Testing & Development Center		
FOR/ FOB	Free on Board or Freight on Board		
GI pipe	Galvanized Iron Pipe		
Gol/ GoR	Govt. of India/ Govt. of Rajasthan		
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or		

	otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves		
HDPE	High Density Polyethylene		
ICT	Information and Communication Technology.		
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)		
INR	Indian Rupee		
ISI	Indian Standards Institution		
ISO	International Organisation for Standardisation		
IT	Information Technology		
ITB	Instruction to Bidders		
LD	Liquidated Damages		
LIU	The LIUs (light interface units) are used for routing, terminating and managing optical cable terminations.		
Lol	Letter of Intent		
NCB A bidding process in which qualified Bidders only from within allowed to participate			
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.		
NIB	Notice Inviting Bid		
Notification	A notification published in the Official Gazette		
OEM	Original Equipment Manufacturer		
OFC	Optical Fibre Cable		
PAN	Permanent Account Number		
PBG	Performance Bank Guarantee		
PC	Procurement/ Purchase Committee		
PoP	Point of Presence		
PQ	Pre-Qualification		
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be		
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly		

Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (Bidder(s)) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RCC	Reinforced Cement concrete
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is aa service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TEC	Telecom Engineering Centre, DoT
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

Reference No.: F4.6(412)/RISL/Tech/2025/ 257-4

Date: 11-03-825

Unique Bid number: RIS 2495 GLOB DDD8D

	Discould be a series of the discould	
Name & Address of the Procuring Entity	<ul> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>	
Name & Address of the Project Officer In-charge (POIC)	<ul> <li>Name: Sh. Ram Kumar Batham</li> <li>Designation: System Analyst (Joint Director)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email: ramkbatham.doit@rajasthan.gov.in</li> </ul>	
Subject Matter of Procurement	RFP for Rate Contract for Comprehensive Maintenance for three years of Existing Optical Fiber Cable Network in State of Rajasthan (e-Tendering).	
Bid Procedure	Single-stage: Two part (envelop) open competitive Bid procedure http://eproc.rajasthan.gov.in.	
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul> <li>Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://sppp.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></li> <li>Bidding document fee: Rs. 5000/- (Rupees Five Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 2500/- (Rupees Two Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>	
<b>Estimated Procurement Cost</b>	Rs 20.00 Cr. (Rs. Twenty Crore only)	
Bid Security and Mode of Payment	<ul> <li>Amount (INR): 2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction.</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format) valid for 120 days, of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur" with stamp duty.</li> </ul>	
Period of Sale of Bidding	Start Date: 11/03/2025 at 5:00 PM	
Document (Start/ End Date)	<ul> <li>End Date: 07/04/2025 at 4:00 PM</li> </ul>	
Date/ Time/ Place of Pre-bid Meeting	<ul> <li>Date: 18/03/2025</li> <li>Time: 11:00 AM</li> <li>Place: Board room, RISL, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan).</li> <li>Last date of submitting clarifications requests by the bidder: 18/03/2025 upto 5:00 PM</li> <li>Response to clarifications by procuring entity: 27/03/2025 at 5:00 PM</li> </ul>	
Manner, Start/ End Date for the submission of Bids	<ul> <li>Manner: Online at eProc website (http://eproc.rajasthan.gov.in)</li> <li>Start Date: 27/03/2025 at 5:00 PM</li> <li>End Date: 07/04/2025 at 4:00 PM</li> </ul>	
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	From 27/03/2025, 5:00 PM to 07/04/2025, 3:30 PM	
Date/ Time/ Place of Bid Opening	<ul> <li>Date: 07/04/2025</li> <li>Time: 5:00 PM</li> <li>Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>	

Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders.
Bid Validity	90 days from the bid submission deadline

#### Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.

2) \* In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as per NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable

at "Jaipur" from any Scheduled Commercial Bank.

3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for

further details about the e-Tendering process.

6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

e-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with

the RTPP Act 2012 and Rules thereto, the later shall prevail.

System Analyst (Joint Director)
Ram Kumar Batham
System Analyst (Joint Director)
RajCOMP Info Services Limited

#### 2. PROJECT PROFILE

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

In order to provide connectivity to various Camera/RF locations and Government offices, DoIT&C/RISL has laid OFC across the state. Through this RFP, DoIT&C/RISL shall select Bidder(s), who shall be responsible for Comprehensive Maintenance of already laid Optical Cable Network for period of 3 years) in State of Rajasthan through Open Competitive Bidding on Rate contract (RC) mode under RajNET project.

The rate for maintenance of already laid OFC shall be effective for two years from the date of issue of LoI.

Selected bidder shall be responsible for Comprehensive Maintenance of already laid OFC for period of 3 years from the date of issuance of work order.

# 3. QUALIFICATION/ ELIGIBILITY CRITERIA

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

S.	Basic	Specific Requirements	Documents Required
No.	Requirement	·	·
1	Legal Entity	The Bidder(s) should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the Bidder(s)) OR  A company registered under Indian Companies Act, 1956	- Copy of valid Registration Certificates OR - Copy of Certificates of incorporation
2	Financial: Turnover	Average Annual Turnover of the Bidder(s) during last three financial years, i.e., from FY 2021-22, FY 2022-23, FY 2023-24 as per audited balance sheet should be at least Rs. 10 Crores.	CA Certificate with CA's Registration Number/ Seal with UDIN.
3	Financial: Net Worth	The net worth of the Bidder(s), as on 31/03/2024, should be Positive.	CA Certificate with CA's Registration Number/ Seal with UDIN.
4	Technical Capability	The Bidder(s) should have laid/maintenance minimum 1000 Kms of OFC underground / Overhead or both after 1st April, 2019, for any telecom service provider or Govt. Agencies in INDIA.	Work order and Work Completion Certificates/(under maintenance satisfactory certificate) from the client after 1 <sup>st</sup> April 2019;
5	Tax registration	The bidder should have a registered number of a) GST registration b) Income Tax / Pan Number c) ESIC registration d) Employee provident fund registration	Copies of certificates of registration
6	Mandatory Undertaking	Bidder(s) should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their	A Self Certified letter as per Annexure-6: Self-Declaration

S.	Basic	Specific Requirements	Documents Required
No.	Requirement		
		qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;  c) Not have a conflict of interest in the procurement in question as specified in the bidding document.  d) Comply with the code of integrity as specified in the bidding document.	

- B. In addition to the provisions regarding the qualifications of the Bidders as set out in (1) above:
  - a. The procuring entity shall disqualify a Bidder(s) as per the provisions under "Clause: Exclusion of Bids / Disqualification in Chapter-5: ITB"; and
  - b. The procuring entity may require a Bidder(s), who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such Bidder(s). The procuring entity shall disqualify any Bidder(s) that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each Bidder(s) requested to demonstrate its qualifications again as to whether or not the Bidder(s) has done so to the satisfaction of the procuring entity.

## 4. SCOPE OF WORK, DELIVERABLES & TIMELINES

The OFC work is executed throughout the state of Rajasthan in any District and block within the Geographical boundary of Rajasthan. The bidder is required to maintain the already laid OFC in respective district and block on the comprehensive maintenance cost received under this bid. The Comprehensive maintainance of the already laid OFC shall be carried for which work order shall be placed.

The selected bidder shall start comprehenisve maintenance immediately after issue of work order as per available records like KML, maps, list of offices & camera poles etc. of respective route/locations provided by DoIT&C/RISL.

The rate for maintenance of already laid OFC shall be effective for two years from the date of issue of LoI.

Selected bidder shall be responsible for Comprehensive Maintenance of already laid OFC for period of 3 years from the date of issuance of work order.

# 1) Details of Work (SoW)

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

- Preventive Maintenance of OFC Routes
- Corrective maintenance of OFC Routes
- Collection of GPS coordinates and mapping them on MAP
- **A. Preventive Maintenance of OFC Routes:** The following is the brief of activities to be performed:
  - i. The primary focus is to avoid the occurrence of OFC cuts/damage due to any activity by any person or agency or due to natural reasons for which contractor has to employ route patrolling & other innovative method.
- ii. RISL shall provide details of exisiting route.
- iii. The selected Bidder shall be constantly in close co-ordination with the all Government and Non-Government bodies/ authorities to collect their plan of activities for the routes on weekly basis and undertake all precautionary measures that will prevent any harm or damage to the OFC.
- iv. The selected bidder must be responsible to depute at least one Fibre monitoring and restoration team at each district including Splicer, Assistant Splicer, patroller with bike, Driver with four wheeler and two labour with all required tools like (Splicing machine, OTDR, laser source, power meter, Fibre cleaver, Fibre stripper, Knife and Other required tools etc.) for quick and immediate restoration without any additional cost to RISL. The team should be available 24\*7 at the respective district and should work with the close coordination of respective district administration of DoIT&C.
- v. Patroling: The bidder is required to conduct regular patrolling on route with two wheeler which should be verified by respective DLO/BLO.
  - Minimum Distance: A minimum of 100 km per day of patrolling is required in every district.
  - Monitoring: The patrolling will be monitored through GPS based solutions which

shall be provided by selected bidder.

- Weekly Coverage: Every week, all routes of the district should be covered during the patrolling.
- No Additional Charges: DoIT&C/RISL (RajCOMP Info sevices LTD.) / GoR (Government of Rajasthan) will not pay any additional charges for: Regular patrolling, Insurance and Third-party damage
- Daily report Daily 100Km. of patroling GPS based report and it should be signed & verified by respective district administration official of DoIT&C.
- vi. The selected bidder shall ensure that, the Route indicators already placed at regular intervals along the routes are not missing / damage. The missing / damaged indicators (if any) shall be planted by the bidder.
- vii. The selected bidder shall maintain Management Information System (MIS) reports on a regular basis as per DoIT&C/RISL approved formats and will submit to the designated offiials within the specified time limits.
- viii. The selected bidder shall ensure quartely preventive maintance of all equipments, material and Joint chambers etc. and submit route wise quartely report which consist of GPS based photograps of every preventive maintance activity and duly signed and verified by respective District administration of DoIT&C. Some of the required mainteance activity are as follows:
  - ➤ Cleaning of Pigtails and Fiber Optic Connectors: Regular cleaning of pigtails and fiber optic connectors to ensure optimal signal transmission.
  - ➤ Cleaning of Joint Chambers: Regular cleaning of joint chambers to prevent dust, dirt, and other contaminants from affecting the fiber optic cables.
  - Uplift Joint Chambers: If a joint chamber is submerged below the road surface during road construction or maintenance, it must be uplifted to prevent damage to the fiber optic cables. Regular inspection and maintenance of uplift joint chambers are also required.
  - ➤ Inspecting Physical Components: Regular inspection of physical components, such as fiber optic cables, connectors, and splices, to identify any potential issues or damage.
  - > OTDR Tests: Conduct periodic OTDR (Optical Time Domain Reflectometer) tests to measure signal loss and detect any abnormalities along the fiber optic cable.
  - Regular service of Splicing machine and testing Equipments like OTDR, Laser source and Power meter and Cable fault locator etc
  - ➤ Maintaining Detailed Records: Keeping detailed records of all maintenance activities, including dates, times, and results of tests and inspections.
  - ➤ Other Preventive Maintenance Work: Performing other preventive maintenance work as per industry standards to ensure the overall health and reliability of the fiber optic infrastructure like Check for route cause of falut to avoid repeat faults, Protection of cable exposed due to soil erosion or any other reason, re-splicing of fibers for imporving the fiber performance and verification of route and joint indicator etc.

### B. Corrective Maintenance of OFC Routes:

- i. The corrective maintenance activities to be carried out by the selected bidder are broadly classified as under:
  - Laying of OFC through H.D.D. (Horizontal Directional Drilling)
  - Laying of OFC through Open Trenching/Molling
  - Laying of OFC through Hammering/Chiselling
  - Laying of OFC through PLB/PVC conduit
  - Shifting of OFC if it is under 0.5Km as and when required
  - Splicing, Termination, Commissioning of OFC links
  - Supply & Installation of all required materials
  - GIS Mapping and Route diagram and Route Detection in NMS
  - Comprehensive Maintenance of Optical Network for 3 years.
- ii. The OFC cuts can happen due to the activities of various Government and Non-Government bodies/ authorities due to any other reason. In spite of the efforts of the bidder to prevent the OFC cuts, if OFC cuts occur, the bidder shall restore the fault within the permissible time period as specified under SLA. And DB loss should be minimum as per industry standard.
- iii. Bidder(s) shall be responsible for providing comprehensive maintenance services for all the items like OFC cables, HDPE Duct, Splicing, LIUs, media converters, Chambers & all related materials installed in already laid OFC, for 3 years from the date of "Work Order" and shall be responsible to restore back to original working condition in case of any complaint. All the material, spares, replacements and tools/equipment required to maintain the OFC shall be available at respective district at bidder's premise and supplied by the Bidder(s) without any extra charges.
- iv. The selected bidder shall start comprehenisve maintenance immediately after issue of work order for resepctive location/route as per available records like KML, map, list of offices & camera poles etc of respective route/locations provided by DoIT&C/RISL.
- v. Wherever it is not possible to restore the fault permanently, immediately temporary restoration shall be done, at bidder own cost and permanent restoration shall be done subsequently by the bidder within 15 days.
- vi. If the selected Bidder(s) fails to restore the defect within 15 days of lodging the complaint, the purchaser may proceed to get it rectified from other sources and will deduct the expenditure incurred from the payable amount of respective Bidder(s). In addition to it, the SLA of 15 days shall also be applicable on the respective firm.
- vii. On receipt of information of OFC fault, the Fault monitor and repair team (FMRT) shall move immediately for locating and rectifying the fault. Sufficient labour and material shall be engaged for speedy restoration.
- viii. The selected Bidder(s) shall expeditiously cause to repair the defective goods or parts

- thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected Bidder(s) shall be delivered at the respective location without any additional costs to the purchaser.
- ix. The work needs to be executed during the hours permitted to work. In specific cases, work may be permitted to be executed within a specific period of the day/night.
- x. Successful L1 Bidder shall provide the online complain registration for across the state of rajasthan and SLA monitoring module on which the complaints are to be lodged. The SLA timelines shall start from the time of lodging the compliant on respective complaint registration module.
- xi. DoIT&C/RISL may engage any third party to calculate SLA penalties, on its cost.
- xii. The route index diagram with offset, along with route and joint indicators etc., details shall be prepared and updated immediately after the rectification/shifting of OFC cable by the selected bidder.
- xiii. During the corrective action by the selected bidder, in case other service cables/utilities like existing OFC, local telephone cable, water pipes, electricity cables, any other pvt./ public Property etc. are damaged, the penalty/ compensation if any, shall be borne by the bidder only. The restoration of all such damages caused will be rectified immediately by the bidder at his own cost. The bidder shall be responsible to resolve all disputes/legal issues(if any) including reimbursement of the damages without affecting the work
- xiv. Supply of all material required for end-to-end (wherever required).
- xv. OFC Cable may preferably be laid straight as far as possible along the road/path near the boundaries, away from the burrow pits.
- xvi. The Optical Fibre Cable shall be laid/re-laid through PLB HDPE Ducts buried at a nominal depth of 165 cms in normal strata and 120 cm in hard strata. Under compelling conditions/ genuine circumstances due to site constraints/ soil conditions, relaxation may be granted by the GoR/RISL official for excavation of trench to a depth lesser than 165 cm, however depth less than 60 cm may be permitted in exceptional cases. In such case, additional suitable protection as defined in the document shall be provided. For all cases of lesser depth, bidder must take prior written permission from DoIT&C/RISL officials. The bidder shall provide protection of the laid OFC as below:
  - i. The HDPE pipe should be laid through DWC pipe or HDPE pipe may be protected by half round RCC pipe.
  - ii. A cement concrete layer of approx. 6 inches' thickness should be laid over the DWC/half round pipe, in case of depth less than 60 cm.
  - iii. At road crossings the HDPE pipe should be laid through GI pipe.

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

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

- xviii. Fixing of GI pipes/throughs with clamps on culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, wherever necessary. Normally, RCC/DWC pipes shall be used and use of GI pipes shall be avoided. However, in case it is felt that GI pipe is unavoidable in certain circumstances this should be done with the prior approval of GoR/RISL official.
- xix. Laying Protection Pipes on Bridges and Culverts. In case trenching and pipe laying is not possible on the culverts, the pipes shall be laid on the surface of the culverts/bridges (with the proper protection) after due permission from the competent authority.
- xx. Making mainhole/ jointing Chamber at every Cable pulling location for housing the OF Cable loop.(The length shall be as per RISL directions)
- xxi. Back filling and Dressing of the pits.
- xxii. Fixing of route Indicator/joint indicator, concreting and back filling of pits. Painting of route indicators with Brown colour and joint Indicator by Grey colour and sign writing denoting route/joint indicator number and marked as "RajNet-GoR".
- xxiii. Installation of LIUs at both the ends and fibre termination. The cost of splicing in LIU must be included in comprehensive maintenance cost.
- xxiv. Splicing of fibre in Joint closures and FTB/FDMS/LIU and tapping required no. of fibres from existing joint enclosures or making new joints with installation of new joint enclosures in run through OFC and exposing the existing cable by trenching & digging.
- xxv. The route of the fibre shall be mapped/updated on GIS (Geographic Information System) available at RISL/DoIT&C. The mapping on RISL GIS platform will be done by RISL. The KMZ file shall be provided by the RISL to the selected bidder for already Laid OFC.and updation if any shall be done by selected bidder on regular basis.
- xxvi. Supply and termination of Fibre connectors wherever is required.
- xxvii. Supply and installation of Ethernet to fibre converters.
- xxviii. End to end Testing & Submission of test results, OFC route diagrams.
- xxix. Maintenance of established optical overlay access network and meeting their SLA parameters. The penalty, as defined under SLA, shall be applicable for delay or failure to restore the link.
- xxx. If it is found that the bidder has laid any additional duct/OFC other than ordered/already laid by RISL/DoIT&C, in the same trench at any point of time, this shall be treated as breach of trust and legal action shall be initiated against the bidder. RISL/DoIT&C shall have rights to forfeit the PBG, foreclose the tender and black list the bidder.
- xxxi. If the selected bidder refuses to resolve any fault or OFC issue, the PSD deposited by the bidder against the respective work order shall be forfieted and the the work may be got done from any other bidder on risk and cost basis and will deduct the expenditure incurred from the payable amount of respective Bidder(s)
- xxxii. The primary focus is to avoid the occurrence of OFC cuts/damage due to any activity by any person or agency, still If Fiber is damagned for more than 0.5KM. or shifting work required for more than 0.5Km. then re-

laying/shiting of OFC for restoration of damaged path may be done subject to approval of respective DLO/BLO. Regarding this the separate work order may be issued to the respective firm empaneled in OFC laying rate contract after obtaining competent approval.

C. Collection/Updation of GPS coordinates and mapping them on MAP: The selected bidder is required to collect/update all the relevant data for GPS mapping of joints, routes and specific landmarks on the route index diagram (RID) on regular basis.

# D. Back Filling and Dressing of the Trench

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

#### E. Jointing and Splicing

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

# F. Construction of Jointing Chamber

i. The joint chambers are provided at every joint to keep the O.F.C. joint well protected and also to keep extra length of cable, which may be, required to attend the faults at a later date. Jointing chambers are to be prepared at the Fiber Point of Interconnect (FPIO) or as per site requirement complying with the technical specifications defined in this RFP.

ii. The cover of the jointing chamber should have sufficient strength to permit flow of traffic/movement. In case of damage to the chamber/Cover, the same shall be replaced by bidder immediately, without any additional cost.

#### G. Fixing of Route Indicators / Joint Indicators

- i. Route Indicators installed at every Manhole and Jointing chamber and where OFC changes directions like road crossing etc. should be maintained by the selected bidder. The indicator shall be secured in upright position by ramming with stone and murrum.
- ii. In case any route indicator is missing due to any activity like broken, stolen etc. then it should be replaced or reinstalled by selected bidder.

#### H. Leading in/ Leading Out

- i. The bidder is required to lay/extend the OFC up to existing equipment, both ends of the sites.
- ii. The OFC shall be properly laid in HDPE/ISI marked PVC pipe of suitable dia. The HDPE/PVC pipe shall be properly clamped at suitable distance to avoid hanging of pipe. The pipe may be laid along/over walls, away from electrical installations.
- iii. The conduit should be properly tied to the Tower sections to avoid damage by animals.
- iv. The bidder is required to Splice Pigtails for all the Fibre terminating at all the sites.

#### I. Scope of work for terminal points

- Supply & Installation of LIU/Fibre Patch Panel/Fibre Distribution Frame at both the ends along with splicing of all cores and pig tailing at termination point.
- ii. Supply & Installation and commissioning of SFP where ever required
- iii. Supply & Installation of Ethernet Patch cords and termination at Network Switch.
- iv. Supply & Installation of any other item required for successful commissioning of end-to-end OFC Network.
- v. Any other activity required for successful commissioning of end-to-end OFC Network.

#### J. Permission

- i. It is essential that the cable is laid/re-laid/restoration after obtaining due permission from all the concerned authorities to avoid any damage which may result in disruption of services / revenue loss /security threat and shifting in near future due to their planned road widening works, this same is applicable for Aerial OFC laying. The firm has to coordinate, prepare documentation and shall obtain all reasonable demand notes, all land permits, permissions, NOC etc. with authorities for required ROW permission on behalf of RISL, any demand note for obtaining permission will be paid by RISL. RISL may seek proof of coordination (like letter/ email sent on behalf of RISL) from the firm with the respective authority. However, RISL will arrange to issue order to the relevent authority/authorities to expediate the permissions/NoC.
- ii. RISL shall be responsible for only payment of demand note.
- iii. The period between the date of application submit to the department and Permission granted by respective department or demand note paid by RISL whichever is earlier shall not be counted on part of bidder.

iv. Any delay due to reasons not attributable to the Bidder(s) shall be excluded from the delivery timelines for LD/SLA.

#### K. Transportation

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

# L. Disposal of Empty Cable Drums

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

#### M. Documentation

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

## > Route Index Diagrams

- a. This diagram shall consist of Cable Route Details on Geographical Map with prominent land marks and alignment of cable with reference to road.
- b. These diagrams will contain:
  - Make and size of the cable.
  - Offset of cable from center of the road at every 10 meters
  - Depth profile of Cable at every 10 meters by marking depth texts.
  - · Details of protection with type of protection depicted on it;
  - Location of culvert and bridges with their lengths and scheme of laying OFC thereon.
  - Important landmarks to facilitated locating the cable in future;
  - Location of Joints and pulling manholes.
  - The details of underground utilities, PLB pipes on each route, chamber location,
     OFC drop/insert/termination location, additional protection details, laying practices

(HDD/open trenching/micro trenching/ moling/chiseling/hammering conduits etc.) or any other relevant information.

- The details of latitude and longitude of every chamber, route indicator, offices, poles, pit etc.
- These diagrams shall be prepared on A-3 sheets. On one sheet profile of maximum 400 meters shall be given to ensure clarity.
- d. The front cover shall have the following details.
  - Name of the office/location connected
  - Name of the RISL with logo
  - · Name of the Bidder
  - Details of work order issued.
  - Date of commencement of work
  - Date of completion of work

# N. Resources for Dedicated Single Point of Contact (SPOC)

Bidder Shall designate and deploy, a dedicated Single Point of Contact (SPOC), equipped with all the required tools/ resources, for handling day-to-day issues/ problems/Hardware/monitoring of the links and to co-ordinate with the RajNET OFCTeam and nodal officers of designated SHQ/Div. HQ/DHQ PoP locations without any additional cost to purchaser/RISL. The deployed resources shall be available during complete maintenance and handover phase.

Sr.	Role	Count	Min. Qualification,	Remarks
No.			Relevant Experience & Certifications	
1.	Project Manager	<b>01</b> at State HQ	1. B. E/ B.Tech /(IT / CSE/ ECE) /MCA/MBA in IT with 5+ years of Post- qualification work experience in IT/ITes. 2. Fluency in English / Hindi	Shall be Responsible for overall management of the Project and provide any required reports and document to RISL HQ and work as per directions of DoIT&C/RISL officials and shall be posted within15 days from the date of issue of first work order till handover after project period.  The Project Manager deputed at RISL/DoIT&C, Jaipur shall be the single
2.	Helpdesk Executive	<b>05</b> at State HQ	BCA/ PGDCA / Diploma in Electronics / IT/ CS or higher in same domain with 1+ years of post-qualification work experience in IT/ITes  2. Fluency in English/Hindi	point of contact (SPOC).  Shall be responsible to assist Project Manager for day-to-day operations & management of the Project work as per directions of DoIT&C/RISL officials and shall be posted within 15 days from the date of issue of first work order till 30 days after project period
3.	Patroller with Bike	<b>01 -</b> at every district	Physically Fit as per required work. Valid driver license and vehicles should have valid fitness	Shall monitor the OFC route per day as per scope of work and shall be posted within 15 days from the date of issue of work order of respective district till

			and insurance with handover after project period commercial registration.
4.	Splicer	<b>01</b> for Every 100 KM. OFC length	10 <sup>th</sup> pass and 2+ years of relevant splicing experience  Shall be responsible to assist for day-to-day operations & management of the Project and shall be posted within 15 days from the date of issue of work order of respective district till handover after project period
5.	Assistant Splicer	<b>01</b> for Every 100 KM. OFC length	10th pass and 1+ years of relevant splicing experience Shall be responsible to assist for day-to-day operations & management of the Project and shall be posted within 15 days from the date of issue of work order of respective district till handover after project period
6.	Labour	<b>02</b> – at every District	Physically Fit as per required work responsible to assist for day-to-day operations & management of the Project and shall be posted within 15 days from the date of issue of work order of respective district.
7.	Driver with Four- Wheeler	<b>01 -</b> at every district	Physically Fit as per required work. Valid driver responsible for driving of four wheeler and license and vehicles assist for day-to-day operations & should have valid fitness and insurance with Shall be
			commercial registration. issue of work order of respective district.

#### Note:

- I. The project manager, helpdesk executive, patroller and splicer, assitance splicer must be on Company's Payroll.
- II. The above mentioned is the minimum manpower required, however, the successful bidder may deploy additional manpower to meet SLA and provide satisfactory services.
- III. Department may increase or decrease above mentioned manpower as per requirement.
- IV. Working Hours of above menitoned resources shall be Monday to Saturday 9:30AM to 6:00PM. However as per the requirement resources should be available 24\*7 and on holidays also.
  - V. Permitted leave for main power shall be maximum 2 days per Month subject to priror approval from DoIT&C/RISL officials.
- VI. The selected firm (agency) shall comply with all labour legislations applicable to its employee

#### 1.1. Link Detection on NMS/ONMS

Final resolution of any route issue shall be treated by RISL/DoIT&C after route being detected in the NMS/ONMS.

## 1.2. Safety Precautions

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

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

## 1.3. Project Deliverables, Milestones, Payment & Time Schedule

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

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

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

Sr. No.	Project Activity/ Scope of Work	Deliverables (Reports/ Docs/ Infra.)	Timelines	Payable Amount
1.	Signing of Agreement and Submission of Security Deposit	<ul> <li>Acceptance of LOI</li> <li>Submission of PSD as defined in PSD clause.</li> <li>Submission of Agreement on non-judicial stamp paper of appropriate value as defined in this RFP</li> </ul>	Within 15 days from date of issue of letter of Acceptance of bid.	-NIL-
2.	Issuing of Work order	Submission of PSD as defined in PSD clause.	Within 15 days from the date of WO (WO date is not including)	NIL
3.	Complaint registration Module	<ul> <li>Ticket Creation Module</li> <li>All required reports for SLA monitoring</li> </ul>	T+90Days	NIL
A.	A. OFC Maintenance:			
4.		Monthly Attendance reports of Project Manager, Helpdesk executive, Splicer, Assistant Splicer, patroller (Every day 100 KM. Patrolling report) Driver and labour verified	Half yearly for Three years from the date of Work order of route/location	Half-yearly in six instalments on the rates quoted after deduction of applicable penalty, taxes and dues.

	Operations & Maintenance	by respective DoIT&C/RISL official.		Out of the above six instalments, last Half yearly payment shall only be released after completion of successful handover. PSD taken against LOI
5.		Monthly Updated KML file and ABD File of Every District by mentioning all OFC cuts. if any changes in routes.		and work order shall also be refunded along with last instalment.
6.		Route wise Quarterly Preventive maintenance report for every route of District signed by respective DLO/BLO		
7.	Legal Compliance	Proof of Documentation for legal compliance like deposition of contribution for EPF, ESIC etc. of the deployed company payroll staff must be completed by 15th of every month  Contribution history of ESI and ECR of EPF in single copy		
8.	Completion of activity as mentioned under scope of work	Invoice mentioning period of claim	Half yearly for Three years from the date of work order of route/location, on the basis of RajSWAN/NMS/ONMS report.	

- a) The supplier's/ selected Bidder(s)'s request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) The currency or currencies in which payments shall be made to the supplier/ selected Bidder(s) under this Contract shall be Indian Rupees (INR) only.
- c) All remittance charges will be borne by the supplier/ selected Bidder(s).
- d) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- e) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- g) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.
- h) Any delay due to reasons not attributable to the Bidder(s) shall be excluded from the delivery timelines for LD/SLA.

## 5. INSTRUCTION TO BIDDERS (ITB)

# 1) Sale of Bidding/ Tender Documents

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

# 2) Pre-Bid meeting/Clarifications

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

### 3) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder(s), modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the Bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any Bidder(s), who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
  - Provided that the Bid last submitted or the Bid as modified by the Bidder(s) shall be considered for evaluation.

#### 4) Period of Validity of Bids

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

# 5) Format and Signing of Bids

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

S.	Documents Type Document F		
No.			
	Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)	
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of	
		submission (PDF)	
3.	Bid Security	Instrument/ Proof of	
		submission (PDF)	
	Eligibility Documents		
4.	Bidder(s)'s Authorisation Certificate along with		
	copy of PoA/ Board resolution stating that Auth.	As per Annexure-5 (PDF)	
	Signatory can sign the bid/ contract on behalf of		
	the firm.		
5.	All the documents mentioned in the "Eligibility	As per the format mentioned	
	Criteria", in support of the eligibility	against the respective	
	eligibility criteria clause (Pl		
Technical Documents			
6.	Index mentioning page no. of all the submitted	Page Index	
	documents		
7.	Bidder Compliance Sheet	As per annexure -3 (PDF)	
8.	Self-Declaration	As per Annexure-6 (PDF)	
9.	Certificate of Conformity/ No Deviation	As per Annexure-7 (PDF)	
10.	Undertaking on Authenticity of Equipment's	As per Annexure-8 (PDF)	
11.	Covering Letter – Technical Bid	As per Annexure-12 (PDF)	

#### b) Financial bid shall include the following documents: -

	S. No.	Documents Type	Document Format
-	1.	Financial Bid - Format	As per Annexure-13 BoQ (.XLS) format available on e-Procurement portal

#### 6) Documents

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

# 7) Cost & Language of Bidding

- a) The Bidder(s) shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder(s) and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 8) Alternative/ Multiple Bids: Alternative/ Multiple Bids shall not be considered at all. Also, the Bidder(s) shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model.

#### 9) Bid Security

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

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

- c. when the Bidder(s) fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- d. when the Bidder(s) does not deposit the performance security within specified period after the supply/ work order is placed; and
- e. if the Bidder(s) breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- j) Notice will be given to the Bidder(s) with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- The procuring entity shall promptly return the bid security after the earliest of the following events, namely:
  - a. the expiry of validity of bid security;
  - b. the cancellation of the procurement process; or
  - c. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

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

#### 11) Withdrawal, Substitution, and Modification of Bids

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

# 12) Opening of Bids

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

#### 13) Selection Method

- a) The prices offered by the Bidder(s) for various items will be evaluated on composite basis i.e., price of all offered items shall be added together and the Bidders shall be designated as L-1, L-2 etc. If composite amount is same of more than one bidder for L1 than it will be deceided based on higher experience.
- b) After determinatation L1 bidder on lowest cost, all the responsive and eligible bidders shall be asked to match L1 rates. Maximum two bidders shall be rate contracted. If one (01) or more of such bidders match the best value (L1) bid, order will be placed by splitting the total required quantity among the best value bidder and one bidder who matches the best value (L1) bid, provided that no order will be placed on any bidder whose original bid value is higher than the original bid value of a bidder who has matched the best value (L1) bid or as per decision taken by RISL/DoIT&C. The ratio of the splitting shall be:
- c) The L-1 bidder shall be awarded four division and the L-2 bidder shall be awarded three divisions.
- d) Firstly, The L-1 bidder shall be permitted to select Divisions.
- e) Subsequently, remaining divisions shall be allocated to L-2 bidder, at L-1 rates.
- f) Bidders, except L-1, shall have a choice to accept or refuse the offer.
- g) If bidder(s) other than L-1 disagree(s) for the rates offered, the next bidders (L-3, L-4 and so on), shall be offered L-1 rates. If any/all the bidders disagree to accept L-1 rates, the remaining/complete work shall be awarded to L-1 bidder. The L-1 bidder is bound to accept complete work under the project in such case.

#### 14) Clarification of Bids

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

# 15) Evaluation & Tabulation of Technical Bids

- a) Determination of Responsiveness
  - a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
  - b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
    - i. "deviation" is a departure from the requirements specified in the bidding document;
    - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
    - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
  - c. A material deviation, reservation, or omission is one that,
    - i. if accepted, shall:-
      - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder(s)'s obligations under the proposed contract; or
    - ii. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
  - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
  - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

#### b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the Bidder(s) to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the Bidder(s) to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder(s) under (b) above.

# c) Technical Evaluation Criteria

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

#### d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the Bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the Bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The Bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

## 16) Evaluation & Tabulation of Financial Bids

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

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

# 17) Correction of Arithmetic Errors in Financial Bids

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

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

- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
- 18) **Price/ purchase preference in evaluation**: Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

# 19) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the prebid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous Bidder(s) when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous Bidder(s) shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder(s) has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the Bidder(s) inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder(s) decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous Bidder(s), the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous Bidder(s) and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder(s), then to the third lowest or most advantageous Bidder(s) and so on in the order of their initial standing and work/ supply order be awarded to the Bidder(s) who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## 20) Exclusion of Bids/ Disqualification

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

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

#### 21) Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may endup with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:
  - a. the Bid is technically qualified;
  - b. the price quoted by the Bidder(s) is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst Bidders; and
  - e. the Bidder(s) is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

# 22) Acceptance of the successful Bid and award of contract

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

- not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the Bidder(s).
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder(s). The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Bidder(s) given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder(s) is signed and its performance securities obtained.

#### 23) Information and publication of award

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

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

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

### 25) Right to vary quantity

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

# 26) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful Bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) Two types of performance security shall be obtained from the successful bidder:
  - a. Fixed performance security: 3% of estimated cost of procurement. This performance security shall be obtained against the LOI and shall be remain with RISL upto the validity of RC period.
  - b. Variable performance security: 2% of estimated cost of procurement. This performance security shall be obtained against the PO/Work order and shall be remain with RISL upto the expiry of maintenance contract.
- c) In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the estimated cost of procurement (Fixed performance security) and 0.5% (variable performance security) and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1.5% estimated cost of procurement (Fixed performance security) and 0.5% (Variable Performance security).
- d) Performance security shall be furnished in any one of the following forms:
  - a. Bank Draft or Banker's Cheque of a scheduled bank;

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

# 27) Additional Performance Security

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

# For the purpose of this rule-

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

Tech Project, the Additional Performance Security shall not require to be taken.] (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work.

#### 28) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent or work order (as the case may be) is despatched to the Bidder(s).
- b) The successful Bidder(s) shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent or work order (as the case may be) is despatched to the successful Bidder(s).
- c) If the Bidder(s), who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful Bidder(s) as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous Bidder(s) to the next lowest or most advantageous Bidder(s).
- d) The Bidder(s) will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

## 29) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of Bidders;
  - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with Bidders related to the procurement process in such manner as to avoid their disclosure to competing Bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on Bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## 30) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it
  - a. at any time prior to the acceptance of the successful Bid; or
  - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidders that participated in the procurement process.

- e) If the Bidder(s) who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a Bidder(s) is convicted of any offence under the Act, the procuring entity may:
  - a. cancel the relevant procurement process if the Bid of the convicted Bidder(s) has been declared as successful but no procurement contract has been entered into;
  - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted Bidder(s).

# 31) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for:
  - a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
    - iv. improper use of information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
    - v. any financial or business transactions between the Bidder(s) and any officer or employee of the procuring entity;
    - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
    - vii. any obstruction of any investigation or audit of a procurement process;
  - b. disclosure of conflict of interest;
  - c. Disclosure by the Bidder(s) of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a Bidder(s) or prospective Bidder(s), as the case may be, the procuring entity may take appropriate measures including:
  - a. exclusion of the Bidder(s) from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. Debarment of the Bidder(s) from participation in future procurements of the procuring entity for a period not exceeding three years.

#### 32) Interference with Procurement Process

A Bidder(s), who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful Bidder(s);
- c) fails to enter into procurement contract after being declared the successful Bidder(s);
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful Bidder(s), without valid grounds, shall, in addition to the recourse available in the bidding document or the contract,

be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

## 33) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any Bidder(s) or prospective Bidder(s) is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a Bidder(s) as successful in terms of "Award of Contract", the appeal may be filed only by a Bidder(s) who has participated in procurement proceedings:
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder(s) whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the Bidder(s) or prospective Bidder(s) or the procuring entity is aggrieved by the order passed, the Bidder(s) or prospective Bidder(s) or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be
  Appellate Authority: Principal Secretary/ Secretary, IT&C, GoR
  Second Appellate Authority: Secretary (Budget), Finance Department, GoR
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-11 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the Bidder(s) or the procuring entity, shall be disclosed in a proceeding under an appeal.

# 34) Stay of procurement proceedings

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

#### 35) Vexatious Appeals & Complaints

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

## 36) Offenses by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly: Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section
  - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

#### 37) Debarment from Bidding

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

- b) A Bidder(s) debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a Bidder(s) has breached the code of integrity prescribed in terms of "Code of Integrity for Bidders" above, it may debar the Bidder(s) for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a Bidder(s) has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the Bidder(s) may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a Bidder(s) under this section unless such Bidder(s) has been given a reasonable opportunity of being heard.

## 38) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected Bidder(s)'s premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected Bidder(s) to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected Bidder(s) in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The Bidder(s)'s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected Bidder(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

## 6. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT

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

#### 1) Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected Bidder(s), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected Bidder(s) as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected Bidder(s) to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected Bidder(s) in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected Bidder(s) is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected Bidder(s) under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected Bidder(s).
- k) "Supplier/ Successful or Selected Bidder(s)" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected Bidder(s).
- I) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The Bidder(s) shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the Bidder(s) has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

# 2) Contract Documents

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

# 3) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder(s) and supersedes all communications, negotiations and

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

# 4) Language

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

#### 5) Joint Venture, Consortium or Association

Joint Venture, Consortium or association is not allowed for this bid.

# 6) Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected Bidder(s) must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder(s)/ supplier. Also, the Bidder(s) is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder(s) must quote products in accordance with above clause "Eligible goods and related services".

#### 7) Notices

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

#### 8) Governing Law

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

## 9) Scope of Supply

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

#### 10) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected Bidder(s) are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the Bidder(s) of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder(s) shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

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

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

# 12) Purchaser's Responsibilities

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

#### 13) Contract Price

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

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

#### 14) Recoveries from Supplier/ Selected Bidder(s)

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder(s) and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

#### 15) Taxes & Duties

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

## 16) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder(s) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder(s) may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder(s) shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder(s).
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder(s) for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder(s) shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
  - i. the Purchaser or Supplier/ Selected Bidder(s) need to share with RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

- iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

## 17) Sub-contracting

a) The Bidder(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency.

## 18) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected Bidder(s).
- b) Technical Specifications and Drawings
  - i. The Supplier/ Selected Bidder(s) shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder(s) shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected Bidder(s) must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected Bidder(s) should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected Bidder(s) or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

#### 19) Packing and Documents

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

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

# 20) Insurance

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

#### 21) Transportation

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

#### 22) Inspection

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

# 23) Samples

- a) When notified by the Purchaser to the supplier/ Bidder(s)/ selected Bidder(s), Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the Bidder(s) and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
  - The Samples shall be collected by the supplier/ Bidder(s)/ selected Bidder(s) on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples

- uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful Bidder(s). RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) The supplier/ selected Bidder(s) shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

#### 24) Drawl of Samples

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

## 25) Testing charges

Testing charges shall be borne by the Government. In case, test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected Bidder(s).

#### 26) Rejection

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

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected Bidder(s) fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected Bidder(s) shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected Bidder(s).
  - i. The supplier/ selected Bidder(s) shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate

progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

- ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
  - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
  - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected Bidder(s) has failed to supply/ install/ complete: -

Sr. No.	Condition	LD %*
а	Delay up to half of the prescribed period of delivery, successful installation and completion of work	5.00 %
b.	Delay exceeding half of the prescribed period of delivery, successful installation and completion of work	10.00 %

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

#### 28) Authenticity of Equipment

- a) The selected Bidder(s) shall certify (as per Annexure-8) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to

reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected Bidder(s)'s risk and all the provisions relating to rejection of goods etc., shall apply. The selected Bidder(s) shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected Bidder(s) shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

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

#### 29) Patent Indemnity

- a) The supplier/ selected Bidder(s) shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
  - i. the installation of the Goods by the supplier/ selected Bidder(s) or the use of the Goods in the country where the Site is located; and
  - ii. the sale in any country of the products produced by the Goods.
  - Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected Bidder(s), pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected Bidder(s) a notice thereof, and the supplier/ selected Bidder(s) may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected Bidder(s) fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/selected Bidder(s)'s request, afford all available assistance to the supplier/selected Bidder(s) in conducting such proceedings or claim, and shall be reimbursed by the supplier/selected Bidder(s) for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected Bidder(s) and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected Bidder(s) may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## 30) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion

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

## 31) Force Majeure

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

#### 32) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected Bidder(s) through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following:
  - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. the method of shipment or packing;
  - iii. the place of delivery; and
  - iv. the related services to be provided by the supplier/ selected Bidder(s).
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected Bidder(s)'s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected Bidder(s) for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected Bidder(s)'s receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected Bidder(s) for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected Bidder(s) for similar services.

#### 33) Termination

a) Termination for Default

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/selected Bidder(s), terminate the contract in whole or in part:
  - a. If the supplier/ selected Bidder(s) fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
  - b. If the supplier/ selected Bidder(s) fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected Bidder(s), in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected Bidder(s) commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

# b) Termination for Insolvency

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

#### c) Termination for Convenience

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected Bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected Bidder(s) under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected Bidder(s) may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected Bidder(s)'s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. To cancel the remainder and pay to the supplier/ selected Bidder(s) an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected Bidder(s).

## 34) Exit Management

#### a) Preamble

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

#### b) Transfer of Assets

i. The selected Bidder(s) may continue work on the assets for the duration of the exit management period which may be a <six months> period from the date of expiry or

termination of the agreement, if required by RISL to do so. During this period, the selected Bidder(s) will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected Bidder(s) will only be returned after the successful transfer of the entire project including its infrastructure in working condition. The recovery shall be done from the balance payment & PSD amount available with RISL against missing/faulty equipments.

- ii. The selected bidder shall submit detailed report of any damaged routes at the time of handover on completion of the workorder tenure.
- iii. The selected Bidder(s), if not already done, will transfer all the Software Licenses under the name of the department as desired by the procuring entity during the exit management period.
- iv. RISL during the project maintenance phase and the operation and management phase shall be entitled to serve notice in writing to the selected Bidder(s) at any time during the exit management period requiring the selected Bidder(s) to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- v. The firm handing over of the laid OFC shall provide a certificate along with ABD file, abstract sheet and KML file to RISL the the complete route has been checked and verified by the firm and no deviation found on the route. The route is ready to handover.
- vi. Subsequently, RISL shall issue order to initiate handing over taking over process.
- vii. The timeline for handover of the laid OFC shall be calculated after receiving of the above mentioned certificate from the firm handing over of the laid OFC.
- viii. The firm handing over of the laid OFC must provide all resources like labour, material, vehicle, manpower having knowlege of the complete route etc. required for handover of the laid OFC.
- ix. The firm taking over of the laid OFC must provide all required resources like engineer, splicer etc. for taking handover of the laid OFC within stipulated time period.
- x. The firm handing over of the laid OFC and the firm taking over the laid OFC, shall go through the complete route, offices, poles, chambers etc. and submit a report dully signed by both the firms with the following details:
  - a. OTDR reports of complete route
  - b. Live fibre pair details
  - c. Spare fibre pair details
  - d. Route diagram (from to) with the clear marking about overhead and under ground OFC.
  - e. Latitude and logitude of all chambers, offices, poles
  - f. Final KML file
- xi. Upon service of a notice, as mentioned above, the following provisions shall apply:
  - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected Bidder(s), the selected Bidder(s) shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
  - All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period.
     All expenses occurred during transfer of assets shall be borne by the selected Bidder(s).
  - c. That on the expiry of this clause, the selected Bidder(s) and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected Bidder(s) to RISL.

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

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

- The selected Bidder(s) will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
- ii. The selected Bidder(s) shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected Bidder(s). RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected Bidder(s) shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected Bidder(s) and to assist appropriate knowledge transfer.

# d) Confidential Information, Security and Data

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

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information;
- iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected Bidder(s) in a readily available format nominated by RISL or its nominated agencies; and
- iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
- v. Before the expiry of the exit management period, the selected Bidder(s) shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected Bidder(s) shall be permitted to retain one copy of such materials for archival purposes only.

#### e) Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected Bidder(s) shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected Bidder(s) and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected Bidder(s)'s premises, the selected Bidder(s) will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

## f) General Obligations of the selected Bidder(s)

- i. The selected Bidder(s) shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected Bidder(s) shall commit adequate resources to comply with its obligations under this Exit Management Clause.

# g) Exit Management Plan

- a) The selected Bidder(s) shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- b)A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- c)Plans for the communication with such of the selected Bidder(s)'s, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
- d)If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- e)The Bidder(s) may re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- f) Each Exit Management Plan shall be presented by the selected Bidder(s) to and approved by RISL or its nominated agencies.
- g)In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- h)During the exit management period, the selected Bidder(s) shall use its best efforts to deliver the services.
- i) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- j) It would be the responsibility of the selected Bidder(s) to support new operator during the transition period.

#### 35) Settlement of Disputes

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

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

### 36) Price Fall Clause

The prices under a rate contract shall be subject to price fall clause as per RTPP. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate. The Rajasthan Transparency in Public Procurement Rules, 2013 contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

#### 37) Risk & Cost Clause

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may PΕ to adjusted against dues payable supplier by against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.

# 38) PROVISION IN CONFLICT

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

## 39) SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

# 1) Verification of Eligibility documents by RISL

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

# 2) Service Level Standards/ Requirements/ Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the tendering authority for the duration of this contract.

The tendering authority will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services.

It is acknowledged that service levels may change as service needs evolves over the course of the contract. The present SLAs have been worked out on the basis of current expectations. Service levels between the purchaser and bidder can be revised in view of experience gained during the project period. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required. Any changes to the levels of services provided during the project period will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to the contract.

S. No.	Measurement Parameter		Penalty
1.	UAT of Fully Functional Integrated Complaint	Within 90 Days	No Penalty
	registration and SLA monitoring Module	After 90 Days	Rs. 5000 Per day till UAT
2.	Time taken for resolving OFC Cut and restore back to original condition	Within 6 hours of lodging the complaint	No penalty
3.		After 6 hours of lodging the complaint	Rs. 1000 per 6 hours for per such reported event. For calculation of penalty Parent site event shall be considered.
1. For	Handover of the OFC maintena	nce after 3 years	
4.	Completion of handover process.  Handover of complaint register	Within three months after intimation by DoIT&C/RISL.	No penalty
5.	module with source code and all related data.	After expiry of above three months' time period	Rs. 10000 per day per route according handover.

Penalty	Penalty on non-availability of manpower resources and Patrolling:					
6.	Project Manager	Maximum 2 Leaves Per	No Penalty			
		month after approval				
		from DoIT&C/RISL				
		officials				
		Extra leaves above	Rs. 3,000.00 per			
		permitted leave	absent day			
7.	Helpdesk executive, Splicer,	Maximum 2 Leaves Per	No Penalty			
	Assistant splicer, patroller,	month after approval				
	driver and labour	from DoIT&C/RISL				
		officials				
		Extra leaves above	Rs. 1,000.00 per			
		permitted leave	resource per absent			
			days			

**Note:** Any delay due to reasons not attributable to the Bidder(s) shall be excluded from the delivery timelines for LD/SLA.

The availability of the above resources should be between 09:30 AM to 6:00 PM at RISL and respective district, Headquarter on all days except Sunday & National holidays. However, any resource may be called up at any time on any day as per requirement.

- If fault reported time is 6PM or onwards then rectification time shall start from next day at 8 AM.
- The total maximum penalty that can be imposed during the maintenance period is as follows:
  - i. **1st Time Maximum cap**: The maximum penalty cap is 25% of the Half-Yearly Invoice Amount
  - ii. **2nd Time maximum cap**: The maximum penalty cap is 30% of the Half-Yearly Invoice Amount.
  - iii. **3rd Time Maximum cap**: The maximum penalty cap is 100% of the Half-Yearly Invoice Amount, and a notice for termination of contract may be issued to the firm.

#### 3) Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected Bidder(s). If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RISL may at any time, by a written order given to the Bidder(s), make changes within the general scope of the Agreement in any one or more of the following: -
  - ✓ Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
  - ✓ The method of deployment, shipping or packing.
  - ✓ Schedule for Installation Acceptance.
  - ✓ The place of delivery and/or the services to be provided by the Bidder(s).
- c) The change request/ management procedure will follow the following steps: -
  - ✓ Identification and documentation of the need for the change The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
  - ✓ Analysis and evaluation of the Change Request Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the Bidder(s).
  - ✓ Approval or disapproval of the change request RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into

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

## 4) Source Code and Intellectual Property Rights (IPR) of Complaint registration Module:

- a. The selected bidder shall not own any raw data/ intermediate data/ finished product/ customized solution/ initial, source code, intermediate & final reports etc. generated as part of this project. All such data / information should be transferred to RISL/ DoIT&C by not keeping any copy of such data / information with the successful bidder at the time of exiting the project or as desired by Department.
- b. Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with RISL/ DoIT&C.
- c. The selected bidder shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of RISL/ DoIT&C during and after the completion of the contract period
- d. The selected bidder shall delete all such copies of data available with them during the closure of the contract and submit an understanding on to RISL/ DoIT&C in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only on the compliance of same.
- e. Any breach of trust/ source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by RISL/ DoIT&C.
- f. This is also applicable on the resources deployed by the firm at RISL.

# **ANNEXURE-1: INDEX**

Sr. No.	Description	Page No.
1.	Tender Fees as per NIB	
2.	RISL Processing Fee as per NIB	
3.	Bid Security as per NIB	
	(Email id & Contact details of Respective Bank for Verification)	
4.	Legal Entity – Valid Registration or Certificate of Incorporation	
5.	Financial Turnover – CA Certificate with UDIN	
6.	Financial Net worth - CA Certificate with UDIN	
7.	Technical Capability - Work Order	
8.	Technical Capability - Work Experience Certificate	
9.	Tax Registration	
	a) GST registration	
	b) Income Tax / Pan Number	
	c) ESIC registration	
	d) Employee provident fund registration	
10.	Seal and Signed RFP	
11.	Annexure-2 Bill of material	
12.	Annexure-3 Bidder Compliance sheet on Bidder letterhead	
13.	Annexure-5 Bidder Authorization Certificate on Bidder letterhead	
14.	Annexure-6 Self-Declaration	
15.	Annexure-7 Certificate of Conformity / No Deviation	
16.	Annexure-8 Undertaking of Authenticity of Equipment on Rs. 100 non-	
	Judicial stamp paper	
17.	Annexure-12 Covering Letter – Technical Bid on Bidder letterhead	

# **ANNEXURE-2: BILL OF MATERIAL (BoM)**

Sr. No.	Item Description		Units	
1	2	3	4	
1.	Rate Per meter of already laid OFC Maintenance charges for 3 years as defined in the RFP Scope.	5000000	Mtr.	

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

# **ANNEXURE-3: COMPLIANCE SHEET**

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

S. No.	Services as defined in scope of work	Frequency of Service / Deliverable (Min.)	Bidder Compliance (Yes/no)
1.	Replace of Faulty Items /equipment's with same genuine make and model or higher as per actual specification available in respective route as defined in Annexure-14 & Annexure -15	As and when required	
2.	Complaint registration Module as defined in Scope of Work	T+90Days	
3.	Monthly Attendance reports of Project Manager & Helpdesk executive verified by Project OIC	Half Yearly for Three years	
4.	Monthly Attendance reports of Splicer, Assistant splicer, Patroller, Driver & labour verified by respective DLO/BLO	Half Yearly for Three years	
5.	Monthly Verified Patrolling report by respective DLO/BLO	Half Yearly for Three years	
6.	Monthly Updated KML file and ABD File of Every District by mentioning all OFC cuts.	Half Yearly for Three years	
7.	Coordinates of any OFC Cut in ABD report and Material used for OFC restoration of every OFC Cut and it shall be verified by respective DLO/BLO	Half Yearly for Three years	
8.	Route wise Quarterly Preventive maintenance report for every route of District signed by respective DLO/BLO	Half Yearly for Three years	
9.	Proof of Documentation for legal compliance like deposition of contribution for EPF, ESIC etc. of the deployed company payroll staff must be completed by 15th of every month & Contribution history of ESI and ECR of EPF in single copy	Half Yearly for Three years	
10.	A minimum of 100 km per day of patrolling is required in every district.	Half Yearly for Three years	

# ANNEXURE-4: PRE-BID QUERIES FORMAT (to be filled by the bidder)

Name of the Company/Firm:							
Bidding Document Fee Receipt No Dated for Rs/-							
Name of Person(s) Rep	resenting the Compa	any/ F	Firm:				
Name of Person	Designation		Email-ID(s)		Tel. Nos. & Fax Nos.		
Company/Firm Contacts:							
Contact Person(s)	Address Correspondence	for	Email-ID(s)		Tel. Nos. & Fax Nos.		

# **Query / Clarification Sought:**

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

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

# ANNEXURE-5: BIDDER(S)'S AUTHORIZATION CERTIFICATE

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

To,							
The Managing Directo RajCOMP Info Service	· ·	),					
First Floor, Yojana Bha	awan, C-Block, <sup>-</sup>	Tilak Marg	ı, C-Schei	me, Jaipı	ur-30200	5 (Raj).	
I/ We {Name/				-			uthorized to sigr
relevant documents	on behalf of	the cor	mpany/ f	irm in	dealing	with NIB	
technical & commercia the Bid. For the purpos			-	-			se of processing
Thanking you,							
Name of the Bidder(s)	: -				Ve	erified Signa	ature:
Authorised Signatory:	-						
Seal of the Organization	on: -						
Date:	<u> </u>						
Place:							

# **ANNEXURE-6: SELF-DECLARATION**

{to be filled by the Bidder(s)}

To,			
The Mar	naging Director,		
	IP Info Services Limited (RISL),		
First Flo	or, YojanaBhawan, C-Block, Tilak Marg, C-Scheme,	Jaipur-302005 (Raj).	
In respo	nse to the NIB Ref. No.	dated	for {Project
Title}, as	s an Owner/ Partner/ Director/ Auth. Sign. of declare that presently our Company/ firm		, I/ We
hereby o	declare that presently our Company/ firm	, at the time of b	oidding, -
a)	possess the necessary professional, technical, technica	_	
b)	have fulfilled my/ our obligation to pay such of the Government or any local authority as specified in the	• •	on and the State
c)	is having unblemished record and is not declared i either indefinitely or for a particular period of time by		•
d)	does not have any previous transgressions with any the last three years	y entity in India or any oth	er country during
e)	does not have any debarment by any other procurir	ng entity	
f)	is not insolvent in receivership, bankrupt or being	•	
	by a court or a judicial officer, not have its business		is not the subject
	of legal proceedings for any of the foregoing reason		
g)	does not have, and our directors and officers not have related to their professional conduct or the making as to their qualifications to enter into a procureme preceding the commencement of the procurement.	of false statements or mi	srepresentations of three years
	disqualified pursuant to debarment proceedings;		
h)	does not have a conflict of interest as mentioned affects the fair competition.	in the bidding document	which materially
i)	will comply with the code of integrity as specified in	n the bidding document.	
as per th	eclaration is found to be incorrect then without prejudine provisions of the applicable Act and Rules thereto ted in full and our bid, to the extent accepted, may be	prescribed by GoR, my/	•
Thankin	g you,		
Name of	f the Bidder(s): -		
Authoris	ed Signatory: -		
Seal of t	he Organization: -		
Date:			
Place: _			

## **ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

{to be filled by the Bidder(s)}

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

## CERTIFICATE

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

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

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

Thanking you,
Name of the Bidder(s): -
Authorised Signatory: -
Seal of the Organization: -
Date:
Place:

# ANNEXURE-8: UNDERTAKING OF AUTHENTICITY OF SYSTME HARDWARE

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

To,		
The Managing Director, RajCOMP Info Services Limited (RISL), First Floor, YojanaBhawan, C-Block, Tilak Marg,	C-Scheme, Jaipur-302005 (Raj).	
Reference: NIB No.:	Dated:	
This has reference to the items being supplied/	quoted to you vide bid ref. no	dated
We hereby undertake that all the components/pargenuine, original and new components /parts/ass and that no refurbished/duplicate/ second hand cor shall be used. In respect of licensed operating along with the authorized license certificate with authorized source for use in India.	embly/software from respective OEM omponents/ parts/ assembly/ software system, we undertake that the same	s of the products e are being used shall be supplied
In case, we are found not complying with above equipment already billed, we agree to take back any amount paid to us by you in this regard and SD/ PSD for this bid or debar/ black list us or take	the equipment already supplied at ou that you will have the right to forfeit	r cost and return
Authorized Signatory		
Name:		
Designation:		

# ANNEXURE-9: BANK GUARANTEEFORMAT (to be submitted by the bidder's bank) BANK GUARANTEE FORMAT – BID SECURITY

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

Ra	e Managing Director, COMP Info Services Limited (RISL), st Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).
Sir	
1.	In accordance with your Notice Inviting Bid for <please project="" specify="" the="" title=""> vide NIB reference no. <please specify=""> M/s(Name &amp; 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.</please></please>
	It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <rs (rupees="" <in="" words="">)&gt; in respect to the NIB Ref. No dated issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify=""> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.</please></rs>
	And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <rs(rupees <in="" words="">)&gt; to the RISL as earnest money deposit.</rs(rupees>
2.	Now, therefore, we the
<ol> <li>4.</li> </ol>	We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.  We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the
	RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5.	Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6.	If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7.	The right of the RISL to recover the said amount of <rs (rupees="" <in="" words="">)&gt; from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by</rs>

	the said M/s(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal) etc
8.	Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <rs (rupees="" <in="" words="">)&gt; and our guarantee shall remain in force till bid validity period i.e. <ple>cplease specify&gt; 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.</ple></rs>
9.	This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.
10.	We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.
Pla (De	te
WT (1)	oresence of: TNESS (with full name, designation, address & official seal, if any)
	nk Details me & address of Bank:

Network in State of Rajasthan (e-Tendering).

Name of contact person of Bank: Contact telephone number:

RFP for Rate Contract for Comprehensive Maintenance for three years of Existing Optical Fiber Cable

Page 69 of 101

# **GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

- 1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
- 2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
- 3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
- 4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
- 5. Non Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
- 6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
- 7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
- 8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
- 9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

# BANK GUARANTEE FORMAT - PERFORMANCE SECURITY (PBG)

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

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

- 1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s ......(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No......dated .......dated ......made between the RISL through ...... and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees ......only), we ......(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of ......Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....only) on demand. 2. We...... (Indicate the name of Bank), do hereby undertake to pay Rs...... (Rupees......only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We......(Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....only). 3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional. contained shall remain in full force and effective up to <DATE> and that it shall continue to be
- 4. We......(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- 6. The liability of us ...... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7. We ...... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
- 8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs......(Rupees......only).
- 9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
- 10. We ...... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of

- expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
- 11. We hereby confirm that we have the power(s) to issue this guarantee in your 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.

For and on behalf of the <bank> (indicate the Bank)</bank>	day of	Dated
Signature		
(Name & Designation)		
Bank's Seal		
The above performance Guarantee is accepted by the RISL For and on behalf of the RISL		
Signature		
(Name & Designation)		

### **ANNEXURE-10: DRAFT AGREEMENT FORMAT**

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

	thisday of, 2025 by and between RajCOMP
	head office at <u>First Floor, Yojana Bhawan, Tilak Marg, C-</u>
•	erein after referred to as Purchaser/ RISL) which term or
· · · · · · · · · · · · · · · · · · ·	nant to the subject or context, shall include his successors in
office and assignees on ONE PART	
And	
	registered under the Indian Companies Act, 1956 with its
	(herein after referred as the "Successful Bidder(s)/
,	ess excluded by or repugnant to the subject or context, shall
include his successors in office and assi	nees on the OTHER PART.
Whorogo	
Whereas,	( ) (W ) IT
•	gency for <pre>cproject title&gt;</pre> as per the Scope of Work and Terms
and Conditions as set forth in the RFP do	ocument dated of <nib no="">.</nib>
And whorese	
And whereas	
·	s the necessary experience for carrying out the overall work as
	bid and subsequent clarifications for providing the required
	iment issued in this regard, in accordance with the terms and
conditions set forth herein and any other	reasonable requirements of the Purchaser from time to time.
And whereas	
·	supplier and has placed the Work Order vide Letter No.
	n which supplier has given their acceptance vide their Letter
Nodated	<u>-</u> ·
And whoreas	
And whereas	/ /D
form of	c
Rank and valid up to	dated of security deposit for the due performance of the contract.
Barik and valid up to as	security deposit for the due performance of the contract.
Now it is bounded a by and bottom	an hatte the parties of under
Now it is hereby agreed to by and between	•
	dated and RFP document dated
,	n its enclosures/ annexures, wherever applicable, are deemed
·	d are binding on both the parties executing this contract.
	made by RISL to supplier at the rates set forth in the work order
	will duly supply the said articles set forth in
	and provide related services in the manner set forth in the RFP,
submitted by supplier.	es and Technical Bid along with subsequent clarifications
	upplier shall duly supply the said articles and provide related
, c	erve and keep the said terms and conditions of the RFP and

Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the

- said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
- 4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
- 5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

•	Delay up to half period of the prescribed delivery period, successful installation & completion of work				
•	Delay exceeding half prescribed delivery period, successful installation & completion of work.	10.0%			

#### Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
- 6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
- 7. Pure Agent clause: This agreement is being executed on behalf of Department of Information Technology & Communication (DoIT&C), Jaipur to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of Department of Information Technology & Communication (DoIT&C), Jaipur along with invoices of supplied items, although payment will be made by RISL on behalf of said Department.

In witness	whereof the	parties have ca	aused this	contract to b	e executed by	y their	Authorized	Signatories
on this	day of		_, 2025.					

Signed By:		Signed By:	
( Designation: Company:	)	( Designation: RISL, Govt. of Rajasthan	)
In the presence of:		In the presence of:	

RFP for Rate Contract for Comprehensive Maintenance for three years of Existing Optical Fiber Cable Network in State of Rajasthan (e-Tendering).						
( Designation: Company:	)	( Designation: RISL, Govt. of Rajasthan	)			
( Designation: Company:	)	( Designation: RISL, Govt. of Rajasthan	)			

Company:

## ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

	peal Noof
1.	Particulars of appellant:  a. Name of the appellant: <please specify=""> b. Official address, if any: <please specify=""> c. Residential address: <please specify=""></please></please></please>
2.	Name and address of the respondent(s):  a. <please specify=""> b. <please specify=""> c. <please specify=""></please></please></please>
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: <pre>cplease</pre>
4.	If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify=""></please>
5.	Number of affidavits and documents enclosed with the appeal: <ple><please specify=""></please></ple>
6.	Grounds of appeal (supported by an affidavit): <please specify=""></please>
7.	Prayer: <please specify=""></please>
Pla	ce
Dat	te

Appellant's Signature

#### **ANNEXURE-12: COVERING LETTER - TECHNICAL BID**

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

10,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur (Rajasthan)
Ref: Request for Proposal (RFP) Notification dated No
Dear Sir,
1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the
Scope of the work, technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract,

Or (strike out whichever is not applicable)

within 1 months from the date of issue of Lol.

Corruption Act, 1988".

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

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

we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of

7. I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and

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

Thanking you,
Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization:
Date:
Place:

#### **ANNEXURE-13: FINANCIAL BID COVER LETTER & FORMAT**

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

To,

Managing Director,	
RajCOMP Info Services Limited (RISL),	
First Floor, Yojana Bhawan,	
C-Scheme, Jaipur (Rajasthan)	
Reference: NIB No.:	_ Dated:
Dear Sir,	
We, the undersigned bidder, having read & examined in detail, which is hereby duly acknowledged, I/ we, the undersigned, offer Scope of the work, Bill of Material, Technical specifications, Se with the said bidding document for the same.	er to supply/ work as mentioned in the
I / We undertake that the prices are in conformity with the specific inclusive of all cost likely to be incurred for executing this work. govt. taxes/duties.	

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance

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

specified in the schedule of Requirements.

guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

RFP for Rate Contract for Comprehensive Maintenance for three years of Existing Optical Fibe	r Cable
Network in State of Raiasthan (e-Tendering).	

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

Date:

Authorized Signatory

Name:

Designation:

## i) <u>Financial Bid Format</u> {To be submitted by the bidder only in BoQ format (.XLS) available at eProc portal}

Sr. No.	Item Description	Qty.	Units	Unit Price (In INR) (Excluding GST)	Applicable GST * (in INR) (18%)	Total Unit Price (In INR) (Inclusive of GST)	Total Amount in INR (Inclusive of GST)
1	2	3	4	5	6	7=5+6	8=7*3*(1095 Days)
2.	Rate Per meter per day of already laid OFC Maintenance charges for 3 years as defined in the RFP Scope.	5000000	Mtr.				
3.	Total (In figure)						
4.	Total (In words)						

#### \*Mandatory

- GST shall be payable as per the prevailing rates.
- The prices offered by the Bidder(s) for various items will be evaluated on composite basis i.e., price of all offered items shall be added together and the Bidders shall be designated as L-1, L-2 etc.



### ANNEXURE-14: Make & Model of Items deployed in already laid OFC

S	Item		Make & Model						
r. N o	Description	F4.9 (229) – All Rajasthan	F4.6 (170) – Jaipur City	F4.6(202) – Divisional HQ	F4.6(215) – DHQ-BHQ	F4.6(224) - Forest	F4.6(33 6) – Rajasth an State		
1.	Single Mode 6-Core OFC Cable (armoured)	1	•		-	-	Vindh ya Telelin ks Limite d  Make: VTL and Model : VTL- OFC		
2.	Single Mode 12-Core OFC Cable (armoured)	AKSH     MOLEX- AFOUN0 12OS2	Aksh/A RM/12F  VTL OFC V1 12 SA 26	• Aksh/ARM/ 12F	• AKSH/A RM/12F	-	Vindh ya Telelin ks Limite d  Make: VTL and Model : VTL- OFC		
3.	Single Mode 24-Core OFC Cable (armoured)	-	<ul> <li>Aksh/A RM/24F</li> <li>VTL OFC V1 24 SA 37</li> </ul>	• Aksh/ARM/ 24F	AKSH/A     RM/24F	• AKSH AKSH- 24F	Vindh ya Telelin ks Limite d Make: VTL and		



S	Item			Make & M	odel		
r. N	Description	F4.9 (229) – All	F4.6 (170) –	F4.6(202) - Divisional	F4.6(215) – DHQ-BHQ	F4.6(224) - Forest	F4.6(33 6) –
		Rajasthan	Jaipur City	HQ			Rajasth an State
							Model : VTL- OFC
4.	Single Mode 48-Core OFC Cable (armoured)	-	<ul> <li>Aksh/A RM/48F</li> <li>VTL OFC V1 48 SA 37</li> </ul>	Aksh/ARM/ 48F	• AKSH/A RM/48F	-	Vindh ya Telelin ks Limite d  Make: VTL and Model : VTL- OFC
5.	Single Mode 96-Core OFC Cable (armoured)	-	Aksh/A     RM/96F      VTL     OFC     V1 96     SA 10	Aksh/ARM/ 96F	-	1	Vindh ya Telelin ks Limite d  Make: VTL and Model : VTL- OFC
6.	Single Mode 6-Core OFC Cable (ADSS- Outdoor)	-	-	-	-	-	• Vindh ya Telelin ks Limite d



S	Item			Make & M	odel		
r. N o	Description	F4.9 (229) – All Rajasthan	F4.6 (170) – Jaipur City	F4.6(202) – Divisional HQ	F4.6(215) – DHQ-BHQ	F4.6(224) - Forest	F4.6(33 6) – Rajasth an State
							Make:     VTL     and     Model     : VTL-     OFC
7.	Single Mode 12-Core OFC Cable (ADSS- Outdoor)	-	-	-	-	-	Vindh ya Telelin ks Limite d  Make: VTL and Model : VTL- OFC
8.	Single Mode 24-Core OFC Cable (ADSS- outdoor)	-	-	-	-	-	Vindh ya Telelin ks Limite d  Make: VTL and Model : VTL- OFC
9.	Single Mode 6Port (Duplex connector)	-	-	-	-	-	Savitri     Techn     o



S	Item			Make & M	odel		
r.	Description	F4.9 (229) –	F4.6	F4.6(202) -	F4.6(215) –	F4.6(224)	F4.6(33
N		All	(170) –	Divisional	DHQ-BHQ	- Forest	6) –
0		Rajasthan	Jaipur	HQ			Rajasth
•			City				an State
10.	LIU/Fibre Patch Panel/Fibre Distribution (6F) Frame including splice for termination  Single Mode 12 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (12F) Frame including splice for	• AKSH • MOLEX- 17.C102G +18282- 0038+AF R-00190	• D-Link (NLU- FXXUX XR- 12S+N PL- FXDSC -06*2 + NAD- FSDSC SC*6)	• VIKAS SOLUTION, VSLIU-111- 12	STIL/RM/ /12- 24SLD STIL- FMS-WM Savitri, STIL/RM/ 12- 24SLD  Vikas Solution,		Indust ries Ltd. Make: STIL and Model : STIL- FMS- SLD- 6F/ST IL- FMS- WM- 6F  Savitri Techn o Indust ries Ltd. Make: STIL and Model : STIL-
	termination				VSLIU- 111-12		FMS- SLD- 12F/S TIL- FMS- WM-
							12F



S	Item		Make & Model						
r.	Description	F4.9 (229) –	F4.6	F4.6(202) -	F4.6(215) –	F4.6(224)	F4.6(33		
N		All	(170) –	Divisional	DHQ-BHQ	- Forest	6) –		
0		Rajasthan	Jaipur	HQ			Rajasth		
•			City				an State		
11.	Single Mode 24 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (24F) Frame including splice for termination	-	D-Link     (NLU-     FXXUX     XR-     24S+N     PL-     FXDSC     -06*2 +     NAD-     FSDSC     SC*12)     Savitri     Techno     Industri     es     Limited	• VIKAS SOLUTION, VSLIU-111- 24	STIL/RM//12-24SLD STIL-FMS-WM Vikas Solution, VSLIU-111-24 Savitri, STIL/RM/ 12-24SLD	AKSH AKSH LIU 24 P AMPHE NOL FCI	• Savitri Techn o Indust ries Ltd. Make: STIL and Model : STIL- FMS- SLD- 24F/S TIL- FMS- WM-		
12.	Single Mode 48Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (48F) Frame including splice for termination	-	D-Link     (NLU-     FXXUX     XR-     48S+N     PL-     FXDSC     -06*2 +     NAD-     FSDSC     SC*24)     Savitri     Techno     Industri     es     Limited	• VIKAS SOLUTION, VSLIU-101- 48	STIL/RM/ /48SLD STIL- FMS-WM Savitri, STIL/RM/ 48SLD  Vikas Solution, VSLIU- 101-48	AKSH AKSH LIU 48 P AMPHE NOL FCI	• Savitri Techn o Indust ries Ltd. Make: STIL and Model : STIL- FMS- SLD- 48F/S TIL- FMS-		



S	Item			Make & M	odel		
r. N o	Description	F4.9 (229) – All Rajasthan	F4.6 (170) – Jaipur City	F4.6(202) – Divisional HQ	F4.6(215) – DHQ-BHQ	F4.6(224) - Forest	F4.6(33 6) – Rajasth an State
							WM- 48F
13.	Single Mode 96Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (96F) Frame including splice for termination	-		• VIKAS SOLUTION, VSLIU-101- 96	<ul> <li>STIL-FMS-RM-SLDF3A-96</li> <li>Savitri, STS-FMS-RM-SLDF3A-96.</li> <li>Vikas Solution, VSLIU-101-96</li> </ul>	AKSH AKSH LIU 96 P AMPHE NOL FCI	• Savitri Techn o Indust ries Ltd. Make: STIL and Model : STIL- FMS- RM- SLDF 3A- 96F/S TIL- FMS- WM- 96F
14.	1 GBPS SFP (Universal)	-	-	-	-	-	Goip     Global     Servic     es Pvt     Ltd.     Make:     Syrote     ch and     Model     :     GOXS



S	Item			Make & M	odel		
r. N o	Description	F4.9 (229) – All Rajasthan	F4.6 (170) – Jaipur City	F4.6(202) – Divisional HQ	F4.6(215) – DHQ-BHQ	F4.6(224) - Forest	F4.6(33 6) – Rajasth an State
							-1312- 20
15.	1/2/5/10/20 Meter LC – LC, LC- SC SC-SC single Mode OFC Patch Cord	• AKSH • MOLEX- 91.9L.872 .01000	D-Link     (NCB-     FS10D-     LCSC-     10-LS)     Savitri     Techno     Industri     es     Limited	VIKAS     SOLUTION,     VSFPC-     LCPS11-10	• Vikas Solution, VSFPC- LCPS11- 10	AKSH     AMPHE     NOL     FCI	• Savitri Techn o Indust ries Ltd. Make: STIL and Model : STIL- PC- SM/D X
16.	Fiber Pigtails Single Mode	• AKSH • MOLEX- 91.30.232 .00B00	D-Link     (NCB-     FS10S-     SC1-     LS)     Savitri     Techno     Industri     es     Limited	VSLIU- LCPSP6-00	• Vikas Solution, VSLIU- LCPSP6- 00	AKSH     AMPHE     NOL     FCI	Savitri     Techn     o     Indust     ries     Ltd.      Make:     STIL     and     Model     : STIL-     Pigtail     -SM
17.	CAT6 Patch Cords Factory Crimped- 2Mtrs	MOLEX- PCD- 02003- OH	D-Link     (NCB-     C6UGR     YR1-2)	• VSC6C- PCO120-02	• Vikas Solution, VSC6C-	-	Birla     Cable     s     Limite     d



S	Item			Make & M	odel		
r.	Description	F4.9 (229) –	F4.6	F4.6(202) -	F4.6(215) –	F4.6(224)	F4.6(33
N		AII	(170) –	Divisional	DHQ-BHQ	- Forest	6) –
0		Rajasthan	Jaipur	HQ			Rajasth
-			City				an State
					PCO120-		Make:
					02		Birla
							Cable
							S
							Limite
							d and
							Model
							: BC
							4P50
							BC
							CAT6
							YTO
							2M PC17
10							
18.	HDPE Duct	-	-	• AARAM/AP	AMIT/PL	Acrcm(	Aaram
	including			PL/PLB	В	APPL	Plastic Pvt.
	accessories			HDPE Duct			Ltd.
	like end caps, Rubber			43/33mm			Make:
	bushes,						APPL
	Sockets/Cou						and
	plers etc.						Model
	•						:
							40/33
							mm
							PLB
							HDPE
							Duct
19.	DWC Pipe	-	Gemini	Tirupati/GE	Tirupati	Tirupati/	• Tirupa
				MINI/DWC	/GEMINI	Gemini	ti
				PIPE/ 2" &			Plasto
				4"			matics
							Pvt
							Ltd



S	Item	Make & Model							
r.	Description	F4.9 (229)	- F4.6	F4.6(202) -	F4.6(215) –	F4.6(224)	F4.6(33		
N		All	(170) –	Divisional	DHQ-BHQ	- Forest	6) –		
0		Rajasthan	Jaipur	HQ			Rajasth		
•			City				an State		
							Make:		
							Gemin		
							i and		
							Model		
							:		
							Gemin		
							i 110		
20.	PVC Pipe	1			l				
	(Compliance to	ISI registration	on)						
21.	GI Pipe 2" (For	single duct)							
	(Compliance to	ISI registration	on						
22.	GI Pipe 4" (for	double duct)							
	(Compliance to	ISI registration	on						
23.	Jointing	-	-	• VIKAS	Savitri -	• CRS 8-	Savitri		
	Closure (for			SOLUTION	STIL	18MM	Techn		
	Underground			S JC-100	<ul> <li>Vikash</li> </ul>		0		
	and				Solution,		Indust		
	Overhead				VSJC-		ries		
	OFC)				100		Ltd.		
							Make:		
							STIL		
							and		
							Model		
							: STIL-		
							OFJC-		
							СТ		
24.	Galvanized St	eel Poles 6 N	/ltr. including all	accessories, erec	ction and install	ation	L		
	Pole shall have	ve options for	installation of C	optical fibre cable	and accessorie	s			
	<ul> <li>Designed in a</li> </ul>	ccordance wi	th ISS publication	on: Indian Standa			Support		
			s and Traffic sig Octagonal of foll	nais. Iowing length and	dimension as p	per table give	n below		
	with base plat	te on the cem	ent concrete for	undation of M-20					
	bolts of grade Top Dia. (In		79 III). 70						
	. ,	•							



and

writing denoting route/joint

sign

S	Item		Make & Model						
r. N o	Description	F4.9 (229) – All Rajasthan	F4.6 (170) – Jaipur City	F4.6(202) – Divisional HQ	F4.6(215) – DHQ-BHQ	F4.6(224) - Forest	F4.6(33 6) – Rajasth an State		
	Bottom Dia.	(In mm) 1	35						
	Sheet Thio	ckness (In 5							
	Base Plate	2	50x250x16						
	Foundation No. x Dia.		x20						
	PCD in mm	2	10	-					
	Bolt Length	(in mm) 7	50	_					
	Foundation mm	Size in 4	50x450x1550						
	Octagonal MS shape, having		S-355JO gradinal seam we	de steel sheet, fo ld and hot dippe	•		•		
25.	SITC of	• AKSH	_		_	_	_		
20.	Route Indicator	• AKSH	-	-	-	-	-		
	RCC/Pre cast Route Indicators should be used. The route indicators shall be								
	painted with Brown colour and joint Indicator by Grey colour								



S	Item		Make & Model					
r.	Description	F4.9 (229) –	F4.6	F4.6(202) -	F4.6(215) –	F4.6(224)	F4.6(33	
N		All	(170) –	Divisional	DHQ-BHQ	- Forest	6) –	
0		Rajasthan	Jaipur	HQ			Rajasth	
-			City				an State	
	indicator number and marked as 'RajNet- GoR'.  a. The route/joi nt indicator made of pre-cast RCC should have the following dimensio ns: Base - 250 mm x 150 mm Top - 200 mm x 75 mm Height - 1250 mm The word 'RajNet OFC' should be engraved on the Route/Joint indicators.							
26.	SITC of Manhole/Joi nting Chambers	-	-	-	-	-	-	
	Pre cast RCC chambe r							



S	Item			Make & M	odel		
r.	Description	F4.9 (229) –	F4.6	F4.6(202) -	F4.6(215) –	F4.6(224)	F4.6(33
N		AII	(170) –	Divisional	DHQ-BHQ	- Forest	6) –
0		Rajasthan	Jaipur	HQ			Rajasth
		Rajastiiaii		1100			
			City				an State
	a. Pre cast						
	RCC						
	chamber						
	shall						
	consist of three						
	parts (i)						
	base						
	plate of 5						
	cm						
	thicknes						
	s in max						
	two						
	halves						
	(ii) RCC						
	joint						
	chamber						
	with dia						
	of 100						
	Cm,						
	height of						
	100 cm						
	and						
	thicknes s of 5 cm						
	(iii) top cover will						
	be in						
	max for						
	parts						
	with						
	thicknes						
	s of 5 cm						
	having						
	one						
	handle						
	for each						
	half in						
	centre						
	and word						
	'RajNet GoR						
	OFC'						
	engrave						
	d on it.						
	b. Back						
	D. Back						



S	Item	Make & Model					
r. N o	Description	F4.9 (229) – All Rajasthan	F4.6 (170) – Jaipur City	F4.6(202) – Divisional HQ	F4.6(215) – DHQ-BHQ	F4.6(224) - Forest	F4.6(33 6) – Rajasth an State
	filling of joint chamber pit with excavate d soil shall be carried out in the end.  c. The extra sand/soil should be properly disposed off.  A suitable locking facility of chamber to be provided.						
27.	100Mbps Media Converter with power adapter	<ul> <li>BINATON</li> <li>E</li> <li>TECHRO</li> <li>UTES TD-</li> <li>FMC-FE-</li> <li>20KM</li> </ul>	<ul> <li>Techro utes</li> <li>&amp;.TD-</li> <li>FMC-</li> <li>FE-20-</li> <li>KM</li> <li>Savitri</li> <li>Techno Industri</li> <li>es</li> <li>Limited</li> </ul>	• VIKAS SOLUTION, VSMC- DMB-100	-	-	-
28.	1 Gbps Dual Fibre Multimedia converter		Techro utes & TD- FMC-	<ul><li>Vikas Solution, VSFMC- DGB-001</li></ul>	• Syrotech Network Ltd & GOMC-	-	-



S	Item		Make & Model				
r. N o	Description	F4.9 (229) – All Rajasthan	F4.6 (170) – Jaipur City	F4.6(202) – Divisional HQ	F4.6(215) – DHQ-BHQ	F4.6(224) - Forest	F4.6(33 6) – Rajasth an State
	with power adapter		GE-20- KM • Savitri Techno Industri es Limited		1312- SFP  • Vikas Solution, VSFMC- DGB-001		



#### **ANNEXURE-15: TECHNICAL SPECIFICATIONS**

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/required. Deviation on higher side shall only be considered.

## Item no. 1: Single Mode 6/12/24/48/96 Core OFC Cable (Armoured) including jointing enclosures

Sr. No.	Description
1.	Compliance to TEC GR specifications TEC/GR/TX/OFC-20/01/MAR-2011 with latest amendments
	OFC Type: type II
2.	The TEC GR is applicable for OFC

# Item no. 2: Single Mode 6/12/24-Core OFC Cable (ADSS outdoor) including accessories and joint closure

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

# Item no. 3: Single Mode 6/12/24/48/96 port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (12F) Frame including installation and Termination

S				
Ν	Description			
0				
1.	12/24/48/96 port duplex connector Fibre management rack mount/wall-mount enclosures loaded with required Adapters, adapter Plates, splice trays & labels			
2.	Height: 3U/2U/1U			
3.	Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius			
4.	Drawer/Sliding Style: The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting			
5.	LIU/Fibre Patch Panel/Fibre Distribution Frame enclosures for outdoor usage shall be as per IP-67 Standard			



## Item no. 4: 1 Gbps SFP (Small Form Factor pluggable) Universal

Description		
Fiber Type	Gigabit Ethernet, Single Mode Fiber, Compatible with SFP MSA	
Data range	1GBPS	
Support Distance	Minimum 20Kms	
Wavelength	1310nm	
Standard Compliance	IEEE 802.3, ITU-T G.652, SFF8472, EN 60825-1	
Operating Temperature	-10°C to +60°C	
Humidity:	5%~90% non-condensing	
Certifications	CE, FCC	

### Item no. 5: 100 MBPS / 1 Gbps Dual Fibre Multimedia converter with power adapter

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

## Item no.6: 1/2/5/10/20 Meter SM OFC Patch Cord (Duplex)

Sr. no.	Description	
1.	All optical fibre patch leads shall comprise of single-mode G652D	
2.	lacket should be LSZH	
3.	Connector: Zirconia ceramic ferrule	
4.	Cable: 9/125, Strength member: Aramid Yarn	

## Item no. 7: Fibre Pigtails Single Mode

Description			
1.	Precision ferrule end face geometry LC Type SM		
2.	Factory polished, tested and serialized.		
3.	Buffer Diameter: 900um tight buffer		



4.	Minimum bend radius: install: 30 mm	
5.	Retention Strength: 100N	
6.	G652D SM FIBER	
7.	Sheath :LSZH	

### Item no. 8: CAT6 Patch Cords Factory Crimped- 2Mtrs (ETL Verified)

Description		
1.	4 pair 24 AWG stranded copper wire	
2.	Should be Slim clear anti-snag slip on boots	
3.	Suitable for EIA 568A or 568B wiring	
4.	Jacket should be LSZH	

## Item no. 9: HDPE Duct of 40mm size including accessories like end caps, Rubber bushes, Sockets/Couplers etc.

S No	Description	
1.	Compliance to TEC GR Specification- TEC/GR/FA/CDS-008/04/Aug-19 with latest amendments; Size HDPE Duct of 40mm size	
2.	Valid TEC GR certificate	

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

#### Item no. 10: DWC Pipes (50mm and 100mm)

S No	Description		
1.	Compliance to TEC GR Specification DWC GR-GR/DWC-34/01 <sup>st</sup> 2007 with latest amendments.		
2.	Valid TEC GR certificate		

### Item No. 11: PVC Pipe should be ISI approved

	Description	
Compliance to ISI registration		

### Item No. 12: GI Pipe (2") /(4") for single duct, should be ISI approved

	Description	
Compliance to ISI registration		

#### Item No. 13: - Joint closure for both Underground and overhead OFC

Description		
1.	Compliance to TEC GR Specification- TEC/GR/TX/OJC-002/03/APR/2010 with latest amendments.	
2.	Fibre management surface/pole-mount enclosures with splice protection sleeves, Splice Trays etc.	



Item No 14: - Galvanized Steel Poles 6 Mtr including all accessories, erection and installation

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

### Item no. 15: Route Indicator

RCC/Pre cast Route Indicators should be used.

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

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

Base - 250 mm x 150 mm Top - 200 mm x 75 mm Height - 1250 mm

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



#### Item no. 16: Electronic Route marker

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

#### Item no. 17: SITC of Main hole/Jointing Chambers

#### Pre cast RCC chamber

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



## **ANNEXURE-16: Division Wise OFC laid (Approx./Indicative)**

Sr. No.	Division	Total Laid OFC (Approx. length in Meter.)
1.	Ajmer division	
2.	Bharatpur division	
3	Bikaner division	
4	Jaipur division	5000000
5	Jodhpur division	
6	Kota division	
7	Udaipur division	