



## RFP for Onsite Comprehensive AMC of LED Video Walls in Rajasthan

Ref. No.: F3.3(532)/RISL/PUR/2024-02555/5530

Date: 18 October, 2024

Unique Bid No. (UBN): RIS2425SLOB00049

<b>Mode of Bid Submission</b>	Online through eProcurement/ e-Tendering system at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	12.11.2024 (up to 06:00 PM)
<b>Date &amp; Time of Opening of Technical Bid</b>	13.11.2024 04:00 PM

**Bidding Document Fee: Rs 5000 (Rupees Five thousand only)**

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

**RajCOMP Info Services Limited (RISL)**

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

Phone: 0141- 5103902 Fax: 0141-2228701

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

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**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor/ consortium participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	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
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	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.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>GST</b>	Goods and Service Tax
<b>Goods</b>	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
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	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)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution

<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>Procurement Process</b>	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
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>RajSWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>Services</b>	Any subject matter of procurement other than 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
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>WO/ PO</b>	Work Order/ Purchase Order

### 1. NOTICE INVITING BID (NIB)

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Managing Director, RISL</li> <li>Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Procurement Officer In-charge</b>	<ul style="list-style-type: none"> <li>Name: Mrs. Neelima Khirwar</li> <li>Designation: Analyst Cum Programmer (Dy. Director)</li> <li>Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Email: VIDEOWALL.MONITORING@RAJASTHAN.GOV.IN</li> </ul>
<b>Subject Matter of Procurement</b>	RFP for Onsite Comprehensive AMC of LED Video Walls in Rajasthan
<b>Bid Procedure</b>	Single-stage: two part (envelop) e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Technically responsive and Lowest financially evaluated bidder shall be awarded the Contract.
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.risl.rajasthan.gov.in">http://www.risl.rajasthan.gov.in</a>, <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a></li> <li>Bid document Fee: 5000/- (Rupees Five Thousand only) in DD/BC/Cash Challan in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: 2500/- (Rupees Two Thousand Five Hundred Only) in DD/BC/Cash Challan in favour of "Managing Director, RISL" payable at "Jaipur"</li> </ul>
<b>Estimated Procurement Cost</b>	Rs. 12.50 crores (Rupees Twelve Crores Fifty Lakh only) including GST.
<b>Bid Security (EMD) and Mode of Payment</b>	<ul style="list-style-type: none"> <li><b>Amount (INR):</b> Rs 25 Lac. [2% of the estimated procurement cost OR 0.5% in case of SSI Units of Rajasthan OR 1% for those sick industries other than SSI, whose cases are pending with Board of Industrial &amp; Financial Reconstruction OR as per government Prevailing rules and regulations.]</li> <li><b>Mode of Payment:</b> Banker's Cheque or Demand Draft or Bank Guarantee (in format specified) of a Scheduled Bank in favor of "<b>Managing Director, RISL</b>" payable at "<b>Jaipur</b>"</li> </ul>
<b>Period of Availability of Bidding Document (Start/ End Date)</b>	<ul style="list-style-type: none"> <li>From 18.10.2024 to 12.11.2024 (up to 06:00 PM)</li> </ul>
<b>Pre-bid Meeting Date &amp; Time</b>	<ul style="list-style-type: none"> <li>Date <b>22.10.2024 at 03:30 PM</b></li> <li>Place: Conference Hall, Ground Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Last date of submitting pre-bid queries (through email only) in excel sheet as per annexure-10- by the bidder <b>23.10.2024</b>.</li> <li><b>VIDEOWALL.MONITORING@RAJASTHAN.GOV.IN</b></li> </ul>
<b>Manner, Start/ End Date for the submission of Bid</b>	<ul style="list-style-type: none"> <li>Manner: Online at e-Procurement website (<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 29.10.2024 06:00 PM</li> <li>End Date: 12.11.2024 (up to 06:00 PM)</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft/BG for Processing Fee, Bid document fee, EMD*</b>	<ul style="list-style-type: none"> <li>Up to 05:00 PM on 12.11.2024</li> </ul>
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>04:00 PM on 13.11.2024</li> <li>Place: Office of RISL, Committee Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>

<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders.
<b>Bid Validity</b>	180 days from the last day of bid submission

Note:

- 1) Cost (Fee) of Bid Document-

Bid document fee will be charged as follows-

S.No.	Estimated Value of Bid (Rs. in Cr.)	Cost (Fee) of Bid Document (In Rs.)
1	Upto Rs. 1.00 Crore	1,000
2	Above Rs. 1.00 Crore to Rs. 5.00 Crore	2,000
3	Above Rs. 5.00 Crore	5,000

Note- The above charges will be collected in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur. In case of SSI/MSME bid fees shall be 50 % of above specified rates.

- 2) RISL Processing Fees –

RISL processing fees will charged as under-

S.No.	Estimated Value of Bid (Rs. in Cr.)	Processing Fees (In Rs.)
1	Upto Rs. 0.50 Crore	500
2	Above Rs. 0.50 Crore to Rs. 1.00 Crore	1,500
3	Above Rs. 1.00 Crore to Rs. 5.00 Crore	2,000
4	Above Rs. 5.00 Crore	2,500

Note - The RISL processing fees may be deposited through single challan on e-GRAS as per F.D. circular no. F.6(5)Finance/GF&AR/2018 dated 27-04-2020 or in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur along with Bid Document Fee from the bidders.

- 3) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for RISL Processing Fees, Bidding Document 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.
- 4) \* In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee, Bidding Document Fee and Bid Security up to the time as mentioned in the NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee, Bid document fee and Bidding Security should drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 5) To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder 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, bidder must register on <http://eproc.rajasthan.gov.in> (bidder already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 6) RISL will not be responsible for delay in online submission due to any reason. For this, bidder is 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.
- 7) Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 8) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidder interested for training may contact e-Procurement Cell, RISL for booking the training slot.

Contact No: 0141-2922012 (Help desk 10 am to 6 pm on all working days)

e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)



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

- 9) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bid.
- 10) 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/ authorised partner.
- 11) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- 12) The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

-sd-

Authorized Signatory

## **2. PROJECT PROFILE & BACKGROUND INFORMATION**

### **1) Project Profile**

- a. The government of Rajasthan aims to utilize the benefits of Information Technology to bring about radical changes in the way various processes are carried out presently to improve Accountability, Transparency & Effectiveness in Government administration. The ultimate objective is to arm the Government with IT-enabled systems to assist them in carrying out their day-to-day functions to help deliver G2G, G2B, and G2E services.
- b. Department of Information Technology & Communication (DoIT & C), Govt. of Rajasthan is responsible for the implementation of various IT/e-Governance projects for the State. It has implemented multiple citizen-centric applications.
- c. RISL is a fully Government of Rajasthan owned Company. RISL is a leading consulting organization in the field of Information Technology. RISL operates under the aegis of the Government of Rajasthan. RISL is the designated State Designated Agency (SDA) for implementation of National eGovernance Plan (NeGP) Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service. Delivery and other State Mission Mode Projects (MMPs). RISL is also a Technology Partner with departments like RIICO, Agriculture, State Election Department, JCTSL, Education Department, RHSDP, etc. RISL takes up the activities of procuring and outsourcing hardware, software, networking components, and other products and services on behalf of Government Departments/organizations (users).
- d. To create awareness among the citizens about various Govt. schemes & their benefits, the Government has set up LED video walls on the prominent places of District HQs and Block HQs. across Rajasthan State. These outside LED video walls help citizens to understand various initiatives taken by Govt. in the welfare of the society.
- e. To continue to effectively disseminate the government's schemes through the LED video wall and reach out to the masses, DoIT&C/RISL proposes to seek the AMC/Support services for two (2) years from the leading service providers, having relevant experience.
- f. RISL through this Contract RFP intends to select System Integrators (SIs), who would be responsible for AMC/Support of the LED video walls at the designated places in the State. The Scope of Work is detailed in Chapter-4.

**3. QUALIFICATION/ ELIGIBILITY CRITERIA**

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder should be a company registered under Indian Companies Act, 1956;</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932 or LLP Act, 2008 of India;</p> <p>OR</p> <p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958;</p> <p>OR</p> <p>Any other Act of State/ Union, as applicable for dealing in the subject matter of procurement;</p> <p>Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder</p>	- Copy of valid Registration/ Incorporation Certificates
2	Financial: Turnover from IT/ ITeS	<p>Average Annual Turnover of the bidder from the IT/ITeS/Related Services supply/installation or maintenance of LED Video Wall / Visual &amp; Audio hardware components) for last three financial years * (as per the last published audited balance sheets), should be at least Rs. 15 Crore.</p> <p>*In any three consecutive Financial Years: 2020-2021, 2021-2022, 2022-2023 and 2023-2024.</p>	CA Certificate with UDIN and having CA's Registration Number, Signature & Seal
3	Financial: Net Worth	The net worth of the bidder, as on March 31, 2024 (as per last published audited balance sheets), should be Positive.	CA Certificate with UDIN and having CA's Registration Number, Signature & Seal
4	Technical Capability	<p>The Bidder should have executed following in last five years as on publication of the bid:</p> <p>1. At least one project of value not less than 3 Crore for supply/installation or maintenance of LED Video Wall / Visual &amp; Audio hardware components,</p> <p>OR</p>	Work order/ Purchase Order + Self certificate of completion (Certified by the statutory auditor / CA with UDIN);  OR

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>2. Multiple projects (maximum 4 projects) of the cumulative value of 4.5 Crores for supply/installation or maintenance of LED Video Wall / Visual &amp; Audio hardware components,</p> <p><b>Note: -</b></p> <p>1. The date of Work order(s)/ Purchase Order(s) / Go-Live / commissioning should be of date after 01.04.2019.</p> <p>2. Work Order/ Purchase Order, which have been partially completed/executed by the bidder and meets the above criteria, will be accepted as a relevant experience of the bidders.</p>	<p>Work order/ Purchase Order + Phase Completion Certificate from the client</p>
5	Tax registration and clearance	<p>The bidder should have a registered number of</p> <p>i. GST Registration No. where his business is located</p> <p>ii. Income Tax / Pan number.</p>	<p>Copies of relevant certificates of registration</p>
6	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound MAF 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;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) Comply with code of integrity as specified in the bidding document.</p> <p>d) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 and the bidding documents. The procuring entity shall</p>	<p>A Self Certified letter on bidder's letter head duly signed by Authorized Signatory as per Annexure-4: Self-Declaration.</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		take appropriate actions against the bidder in accordance with section 11 and Chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process.	
7	Certification	The bidder must possess, at the time of bidding, a valid ISO 9001:2008 certificate	Copy of a valid certificate
8	Mandatory requisites	<p>The bidder must be an authorized system integrator for sale, support and services of the OEM for LED Video Wall &amp; associated components proposed for the replacement of items mentioned in Annexure-2.</p> <p>The proposed manufacturer should have office and authorized registered service centre in India.</p>	MAF as per Annexure-7 and relevant documents of authorized registered service centre.

- 2) 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 as per the provisions under “Clause: Exclusion/ Disqualification of bids in chapter-5: ITB”; and
  - b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

#### 4. SCOPE OF WORK, DELIVERABLES & TIMELINES

Government of Rajasthan has set up about 339 LED video walls at District HQs and Block HQs across the state. The location details of LED video walls are given in Annexure-01. These LED video walls are generally helping government authorities to disseminate important information to citizens related to public interest & benefits, like **Chief Minister** Ayushman Arogya Yojana, Rising Rajasthan Government events, Jan-Aadhar, election, general awareness, food safety, water-saving, etc. DoIT&C/RISL intends to select service providers for AMC for all LED video walls installed at multiple locations across Rajasthan for two years. The tenure may be further extended for another 1 year based on the performance of the firm and requirement of the Purchaser. The Service Provider shall provide AMC to maintain the 339 LED video walls (6 Video Wall of 15.7 Feet \* 12.5 Feet size + 333 Video Wall of 12.5 Feet \* 9.5 Feet size), for a said period. The video walls technical specifications and component details are given in Annexure-02 and Annexure-16 of this RFP document.

The detailed scope of work is as under:

##### A. Annual Maintenance Contract/Support

- a) The selected bidder shall undertake the on-site comprehensive AMC of all LED video walls equipment's and its associated hardware/items/components including OS/firmware/Software during the entire contract period.
- b) The selected bidder shall maintain the LED Video Walls and their associated equipment in good working order and perform preventive maintenance for LED Video walls & their associated hardware/items/components and concrete & steel foundation (painting/repairing [if required]) on a bi- monthly basis. The checklist for preventive maintenance is given in Annexure-17, the selected bidder shall upload the signed checklist (as per Annexure - 17) on the CRN portal after completing the preventive maintenance of each LED video wall.
- c) The AMC will be onsite and comprehensive, covering all costs related to resolving any issues and replacing any hardware/items/components of the LED video wall. Any replaced hardware/items/components must meet or exceed the original specifications and come from a reputable company/brand (non-local), widely accepted in India, along with an OEM MAF/authentication letter. However, in the event of damage or fire affecting the network or electrical cables, the selected bidder will only be responsible for replacing the network (Cat-6) or electrical cables up to the endpoint/meter, as provided by the purchaser.
- d) The Purchaser (RISL) shall provide a complaint management system to generate a unique Complaint Registration Number (CRN) for each call/complaint. The Purchaser will provide online access to the CRN system to the selected bidder. The selected bidder shall take immediate action on lodging complaints in the CRN system. The selected bidder shall resolve the related issue and notify the 'action taken' in the CRN system immediately.
- e) The selected bidder shall strictly comply with SLA as mentioned in section 7.2.2. Of this RFP. In case of any breach in defined SLA's, a penalty shall be deducted from the due payment(s). The selected bidder is advised to maintain the 10% inventory for the equipment/items/components of the LED Video walls (as per work order), to handle the major breakdowns.
- f) The selected bidder shall undertake activities for de-installation and re-installation of LED video walls and its associated equipment as per the requirement of the purchaser. The LED video walls have mounted on Bi-Pol placed on concrete & steel foundation. The selected bidder shall be responsible for civil work of Bi-Pol and foundation, the cost of civil work (painting, repairing of foundation) shall be borne by the selected bidder.

##### B. Management of Centralized Management Solution (CMS) & Media Player for Content & Video

- a) The Selected bidder shall deploy two (2) qualified resources at Purchaser Office (at RISL Yojna Bhawan, Jaipur) to manage the Media Player (ONELAN NTB-HD-10F-S). Also ensure that CMS solution (ONELAN CMS Version 3.6.0) and Media Player (ONELAN NTB-HD-10F-S) are up & running. The selected bidder shall regularly keep updating the patches and latest version of both CMS and media player, during the entire contract period.
- b) The selected bidder shall undertake the content uploading activities as per the purchaser's requirements. The current system has multiple channels (Centralized, District, block, webcasting, etc) using the above channels

the selected bidder shall upload the contents approved by the purchaser/ or any nominated officer appointed by DoIT&C/RISL.

- c) In case unavailability of network connectivity in some particular locations, the selected bidder shall be responsible for updating the content by visiting the site, without any extra cost to the purchaser. The activities shall be undertaken by selected bidder as under:
- i. Visit the site and coordinate with the respective official of DoIT&C/RISL.
  - ii. Open the Video wall panel and take out the NTB (Media Player) from the video wall panel.
  - iii. Bring the NTB (Media Player) to the Swan PoP room. Connect to the network and upload the published content in the NTB (Media) Player. Test, and verify the uploaded content, after completing successful testing and verification, reinstall the media player in the Video Wall.
  - iv. Close the video wall panel.

#### **C. Complaint Management System**

- a) The officials nominated by GOR will log the complaint in Complaint Management System.
- b) The selected bidder shall check the complaint-on-Complaint Management System on daily basis and take immediate action to resolve the complaint.
- c) The selected bidder shall onsite attend the complaint and resolve it within a SLA timelines. After resolving the complaint, the selected bidder will submit the 'complaint closure request' on Complaint Management System.
- d) The officials nominated by GOR will acknowledge and verify/confirm the closure of the complaint within seven days from the date of submission of such closure requests. The Officials nominated may reject the closure request with the appropriate remarks if the complaint is not closed satisfactorily. In case of no action taken by the official, the closure request shall be auto- confirmed and considered satisfactory and marked as closed by the system itself.

#### **D. Other Responsibilities**

- a) The Selected Bidder shall ensure that all the LED video walls/structure are Insured for any type of damage/loss. The Selected Bidder shall be liable for payment of Insurance during the Contract period.
- b) The Selected Bidder shall ensure that all the LED video walls remain in working condition during the Contract period and at the time of handover of these LED video wall(s) after the expiry of the respective work order contract.

#### **E. Responsibilities of RISL**

- a) RISL/GoR shall arrange electricity/LAN connectivity at the point of installation.
- b) RISL/GOR shall provide the complaint management system access to the selected bidder.

#### **F. Project Activity, Deliverables & Timelines**

Please refer Chapter – 7 for deliverables & timelines

## 5. **INSTRUCTION TO BIDDERS (ITB)**

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

### 3) **Changes in the Bidding Document**

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

### 4) **Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.



- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders 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 whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

**5) Format and Signing of Bids**

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

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
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) – Annexure-11
<b>Eligibility Documents</b>		
4.	Bidder’s Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-3 (PDF)
5.	All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
<b>Technical Documents</b>		
6.	Covering Letter – Technical Bid	As per Annexure-15 On bidder’s letter head duly signed by authorized signatory (PDF) Any deviation of format shall not be accept.
7.	Certificate of Conformity/ No Deviation	As per Annexure-5 (PDF)
8.	Declaration by Bidders	As per Annexure-6 (PDF)
9.	Undertaking on Authenticity of Equipment’s	As per Annexure-8 (Indicative Format) (PDF)

Bidder is advised to upload the readable pdf (not the sealed, signed & scanned document) of its technical bid instead of scanned images and no need to upload the signed copy of this RFP document.

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

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder’s letter head duly signed by authorized signatory as per Annexure-09 (PDF) Any deviation of format shall not be accept.
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

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

**6) Cost & Language of Bidding**

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

**7) Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

**8) Bid Security**

In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

- a) In lieu of bid security, a bid securing declaration shall be taken from the:
- Departments/Boards of the State Government or Central Government;
  - Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
  - Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
  - Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;

- e. Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The bidding documents may stipulate that 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. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee or electronic bank guarantee (e-BG) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
  - a. the expiry of validity of bid security;

- b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
- c. the cancellation of the procurement process; or
- d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids 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.

**10) Withdrawal, Substitution, and Modification of Bids**

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

**11) Opening of Bids**

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

- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

## 12) Selection Method

- a) The selection method is Least Cost Based Selection (LCBS or L1).

## 13) Clarification of Bids

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

## 14) 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 obligations under the proposed contract; or
  - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

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

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

**c) Technical Evaluation Criteria**

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

**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.

**15) 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) For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- 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 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 in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order. In case quality is also a criteria and the combined score of technical and financial evaluation is considered;

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

#### 16) Correction of Arithmetic Errors in Financial Bids

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

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

#### 17) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR), Price preference policy for MSME enterprise (as per new circular on Nov. 19, 2015) & any other notification issued by GoR for price preference and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

#### 18) Bid Prices/ Comparison of Rates

- a) Bid prices should be FOR / FOB.
- b) Bid prices should be inclusive of all other taxes, levies, octroi, insurance etc. but excluding of GST/CST.
- c) The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. 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 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 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.

- d) For bids invited for Fixed Quantity as one package the evaluation would be done for all the items of the package put together. The item(s) for which no rates has/have been quoted or left blank would be treated as zero i.e. the bidder will supply these item(s) free of cost and the total amount would be computed accordingly. There is no option with Bidder to submit quote for partial quantity of any items. Procuring Entity will award contract to the lowest priced responsive bidder for this whole package together. Discounts of any kind shall not be considered.
- e) For bids invited as item-wise, the bid evaluation would be done for each item separately. There is no option with Bidder to submit quote for particle quantity for any items. If the Bidder does not want to Bid for a particular item, then it should be left blank or filled Zero. Procuring Entity will award the contract foreach item separately to the lowest priced responsive bidder for that item. Discounts of any kind shall notbe considered.

#### 19) Risk & Cost Clause

If the bidder, breaches the contract by failing to deliver 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 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 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 recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/ contracts/ work orders etc. by any unit/region etc. of PE.

#### 20) Negotiations

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



order be awarded to the bidder who accepts the counter-offer. This procedure 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.

## 21) Exclusion of Bids/ Disqualification

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

## 22) Lack of competition

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

**23) 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, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation OR Letter of Intent / Acceptance (LOI / LOA) shall be sent to the concerned bidder by registered post or email and asked to execute an “Agreement for Contract”, in the format provided by RISL to the successful bidder on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- h) If the issuance of formal “Letter of Contract” is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of Contract is complete as soon as the letter of Contract or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal “Agreement for Contract” is executed, the “letter of Contract” or LOI shall constitute a binding contract.
- i) The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by e-mail to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract.
- j) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the “Agreement for Contract” with the successful bidder is signed and its “Security Deposit” (SD) is obtained.

**24) 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.

**25) 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.

**26) Right to vary quantity**

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract and 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 services of the original contract.

**27) Dividing quantities among more than one bidder at the time of award**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided among the L1, L2, L3 bidders. If quantity is divided between L1 and L2, the ratio shall be 80:20. If quantity is divided among L1, L2, L3, the ratio shall be 70:20:10 or deemed appropriate by Purchase Committee.

**28) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from the successful bidders except the
  - a. Departments/Boards of the State Government or Central Government;
  - b. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
  - c. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
  - d. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
  - e. Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.
- b) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small-Scale Industries of

Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. The bidder is required to submit performance security against the bid within the 15 days of issue of Letter of Intent.

- c) Performance security shall be furnished in any one of the following forms: -
- a. Deposit through eGRAS;
  - b. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - c. Bank guarantee or electronic bank guarantee (e-BG) 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 rule 42 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 and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
  - e. In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.;
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Additional Performance Security- In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities, Bank guarantee or electronic Bank Guarantee (e-BG)
- Explanation: For the purpose of this rule,- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value. (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity. (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- f) 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.

- g) The Additional Performance Security shall be refunded to the contractor 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 contractor.
- h) 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 fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- i) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- j) No interest shall be payable on the PSD.
- k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

### 29) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 10 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder. Non submission of agreement in time may result in cancellation of contract.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

### 30) 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.

### 31) 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 who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - 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.

### 32) Conflict of Interest

- a) A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- b) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to: -
  - a. They have controlling partners in common;
  - b. They receive or have received any direct or indirect subsidy from any of them;
  - c. They have the same legal representative for purposes of the bid;
  - d. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
  - e. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
  - f. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

### 33) 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 includes 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 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 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 of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46:
  - a. exclusion of the bidder 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 from participation in future procurements of the procuring entity for a period not exceeding three years.

### 34) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

### 35) Appeals

- a. Subject to section 4 of RTPP Act, 2012, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this 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 ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, 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: Provided that after the declaration of a bidder as successful in terms of section 27 of RTPP Act, 2012, the appeal may be filed only by a bidder who has participated in procurement proceedings. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b) If the officer designated under sub-section (a) fails to dispose of the appeal filed under that sub-section within the period specified in subsection (c), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub section (b), the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within fifteen days from the expiry of the 31 period specified in sub-section (c) or of the date of receipt of the order passed under sub-section (b), as the case may be.
- c) 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:
- d) The officer or authority to which an appeal may be filed under (a) or (d) above shall be: First Appellate Authority: Secretary/ Principal Secretary, IT&C, GoR  
Second Appellate Authority: Secretary, Finance (Budget) Department, GoR
- e) Form of Appeal:
  - a. Every appeal under above shall be as per Annexure-13 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.
- f) 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.
- g) 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.
- h) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### 36) 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.

### 37) Vexatious Appeals & Complaints

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

### 38) 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.

### 39) Debarment from Bidding

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

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

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

## **6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

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

### **Definitions**

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

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

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

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

### 4) Language

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

### 5) Joint Venture, Consortium or Association

- a) Joint venture, consortium, or association is not allowed in this bid.

### 6) Notices, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by –
  - a. Delivering it to the person personally; or
  - b. Leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
  - c. On a body corporate by leaving, it at, or sending it by post to, the registered office of the body corporate
- b) When a procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.
- c) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

**7) Governing Law**

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

**8) Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the 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 related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not replace hardware/ software that is likely to be declared as End of Sale in next 3 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

**9) Delivery & Installation**

- a) Subject to the conditions of the contract, the completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

**10) Supplier's/ Selected Bidder's Responsibilities**

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

**11) Purchaser's Responsibilities**

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

**12) Contract Price**

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

**13) Recoveries from Supplier/ Selected Bidder**

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

**14) Taxes & Duties**

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

**15) Copyright**

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

**16) Confidential Information**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose

other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i. the Purchaser or Supplier/ Selected Bidder need to share with RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

### **17) Authenticity of Equipment**

- a) The selected bidder shall certify (as per Annexure-8) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

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

**19) Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 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/GoR, the RISL/GoR may take the case with the supplier/ selected bidder on similar lines.

**20) Change in Law**

Unless otherwise specified in the Contract, if after the date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions.

**21) Change Orders and Contract Amendments**

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

**22) Termination**

- a) **Termination for Default**



- i. The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or for breach of Contract, by Notice of default giving two weeks' time to the Supplier, may terminate the Contract in whole or in part: -
  - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
  - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
- iv. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

**b) Termination for Insolvency**

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

**c) Termination for Convenience**

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

## 23) Exit Management

- a) Preamble
  - i. The word 'parties' include the procuring entity and the selected bidder.
  - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
  - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
  - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
  - i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
  - ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the department as desired by the procuring entity during the exit management period.
  - iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
  - iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
    - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
    - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
    - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
    - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
  - i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the

- services to enable RISL or its nominated agencies to assess the existing services being delivered.
- ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data
- The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
- i. Documentation relating to Intellectual Property Rights;
  - ii. Project related data and confidential information;
  - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
  - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
  - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in 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 and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
  - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

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

#### **24) Settlement of Disputes**

- a) General: If any dispute arises between the supplier/ selected bidder 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 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 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.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)

- Chairman of BoD of RISL : Chairman
  - Secretary, DoIT&C or his nominee,  
not below the rank of Deputy Secretary : Member
  - Managing Director, RISL : Member
  - Director (Technical)/ Executive Director, RISL : Member
  - Director (Finance), RISL : Member
  - A Legal Expert to be nominated by the Chairman : Member
- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d) Legal Jurisdiction: The jurisdiction in respect of all claims and matters arising under the contract shall be the courts situated in Jaipur, Rajasthan.

#### 25) 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.

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

**1) Payment Terms and Schedule**

- a) Payment schedule – Payments to the selected bidder shall be made, based on services provided by the selected bidder as per the Scope of Work mentioned under the RFP/ Contract signed between the Selected Bidder and the Purchaser.

S. No.	Scope of Work	Deliverables	Timelines	Payable Term & Amount
A	B	C	D	E
1.	AMC/Support Services for LED Video Walls	Call Log Reports from Complaint Management System	Quarterly	100% payment of the quoted price in the financial bid and agreed by the purchaser.

- b) The selected bidder’s request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed by the selected bidder, and by the required documents submitted pursuant to general conditions of the contract, within a period of 15 days of completion of quarter.
- c) The Purchaser upon acceptance of the deliverables and satisfaction will release the requisite payment with work performed by the Selected Bidder. If the deliverables submitted / work performed by the Selected Bidder is not acceptable to the Purchaser, payments shall not be released to the Selected Bidder. This is without prejudicing the Purchaser’s right to levy any Penalties based on the Service levels agreed between the Purchaser and the Selected Bidder. In such case, the payment will be released to the Selected Bidder only after it re-submits the deliverable / performs work and which is accepted by the Purchaser.
- d) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- e) No advance payment shall be made.
- f) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- g) All remittance charges will be borne by the supplier/ selected bidder.
- h) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- i) 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.
- j) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

**2) Service Level Standards/ Requirements/ Agreement**

- a) The SLA purpose is to enforce a contract between the selected bidder and Purchaser. The SLA would come into effect from the date of agreement and until the successful completion of the AMC/Support period.
- b) Selected Agency is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the Purchaser will reserve the rights to levy Penalties on the Selected Agency.

S. No.	Measurement Parameter	Level	Down Time/Period**	Penalty Per LED Video Wall
1.	Time taken to resolve any kind of complaint of LED Video Wall.	District Level	Up to 4 Days	No Penalty
			>4Days to <=20 Days	Rs. 1000/ Per Day
			> 20 Days	Quarterly Cost of LED Video Wall (As per financial quotes accepted by the purchaser) + Rs. 1000/ Per Day
		Block Level	Up to 5 Days	No Penalty
			>5Days to <=20 Days	Rs. 1000/ Per Day
			> 20 Days	Quarterly Cost of LED Video Wall (As per financial quotes accepted by the purchaser) + Rs. 1000/ Per Day
<b>Note: -</b> <ul style="list-style-type: none"> <li>Day/s – Calendar Day/s (Holiday/s + Working day/s)</li> </ul> **Down Time/Period shall be calculated for days taken to resolve the complaint except the day of complaint registered.				

- c) Additional grace periods of 30 days (for district-level) and 45 days (for block-level) will be provided from the date of issuance of the work order to the selected bidder to fix the non-working LED video walls at no additional cost to the purchaser. During this grace period, the selected bidder shall be exempt from the SLA. If the selected bidder fails to resolve the issues of all non-working LED video walls within the grace period provided, then the selected bidder will be penalized as per the SLA above.
- d) The purchaser reserves the right to either invoke a termination clause or end the contract if any LED video wall is not repaired by the selected bidder within a quarter.
- e) The SLA shall be relaxed for 20 days for service quality issues attributable to third parties. The selected bidder shall intimate all such incidents to the purchaser for relaxation in SLA.

**ANNEXURE-1: LED VIDEO WALL LOCATION**

Sr. No.	District	Block	Location
1	Ajmer	Collectorate Compound	Collectorate Compound
2	Ajmer	Bajrangrah	Bajrangrah
3	Ajmer	Arian	Govt hospital
4	Ajmer	Kisangarh	YN Hospital
5	Ajmer	Nasirabaad	Tehsil Office
6	Ajmer	Pisangan	Panchayat Samiti
7	Alwar	UIT Alwar	UIT Alwar
8	Alwar	Kathumar	RGSK
9	Alwar	Laxmangarh	Panchayat Samiti
10	Alwar	Rajgarh	Panchayat Samiti
11	Alwar	Ramgarh	Panchayat Samiti
12	Alwar	Rehi	Panchayat Samiti
13	Alwar	Thanagazi	Panchayat Samiti
14	Alwar	Umeran	RGSK
15	Anupgarh	Anupgarh	Tehsil Office
16	Anupgarh	Garsana	RGSK
17	Anupgarh	Raisingh nagar	Panchayat Samiti
18	Anupgarh	Sri Vijay Nagar	Tehsil Office
19	Balotra	Baitu	Panchayat Samiti
20	Balotra	Balotra	Panchayat Samiti
21	Balotra	Gida	Panchayat Samiti
22	Balotra	Kalyanpur	Hospital
23	Barmer	Patodi	Panchayat Samiti
24	Balotra	Samdari	Hospital
25	Balotra	Sindhari	Panchayat Samiti
26	Balotra	Siwana G House	Siwana G House
27	Banswara	Collectorate Compound	Collectorate Compound
28	Banswara	Anandpuri	Panchayat Samiti
29	Banswara	Arthuna	Panchayat Samiti
30	Banswara	Bagidora	Panchayat Samiti
31	Banswara	Chhoti Sarvan	Panchayat Samiti
32	Banswara	Gangar Talai	Panchayat Samiti
33	Banswara	Garhi	Panchayat Samiti
34	Banswara	Ghatol	Panchayat Samiti
35	Banswara	Kushalgarh	Tehsil Office
36	Banswara	Sajjangarh	Panchayat Samiti
37	Banswara	Talwara	Panchayat Samiti
38	Baran	Collectorate Compound	Collectorate Compound
39	Baran	Anta	Panchayat Samiti
40	Baran	Atru	Panchayat Samiti
41	Baran	Chhabra	Panchayat Samiti
42	Baran	Chipabarod	Panchayat Samiti



Sr. No.	District	Block	Location
43	Baran	Kishanganj	SDM Office
44	Baran	Panchayat Samiti	Panchayat Samiti
45	Baran	Shahbad	Panchayat Samiti
46	Barmer	Collectorate Compound	Collectorate Compound
47	Barmer	Chhotan	Tehsil Office
48	Barmer	Dhanau	Panchayat Samiti
49	Barmer	Dorimanna	Panchayat Samiti
50	Barmer	Gadra Road	Tehsil Office
51	Barmer	Govt hospital	Govt hospital
52	Barmer	Gudamalani	Tehsil Office
53	Barmer	Ramsar	Tehsil Office
54	Barmer	Sedwa	Panchayat Samiti
55	Barmer	Shiv/Sheo	SDM Office
56	Beawar	Beawar	Tehsil Office
57	Beawar	Jetaran	Panchayat Samiti
58	Beawar	Masouda	Tehsil Office
59	Beawar	Raipur	Police Thana
60	Bharatpur	Collectorate Compound	Collectorate Compound
61	Bharatpur	Municipal Corporation	Municipal Corporation
62	Bharatpur	Bayana	Panchayat Samiti
63	Bharatpur	Nadbayi	Tehsil Office
64	Bharatpur	Rupbaas	Panchayat Samiti
65	Bharatpur	Sewar	Panchayat Samiti
66	Bharatpur	Wier	Panchayat Samiti
67	Bhilwara	Collectorate Compound	Collectorate Compound
68	Bhilwara	Asind	Panchayat Samiti
69	Bhilwara	Bijoliya	Tehsil Office
70	Bhilwara	Hurda	Tehsil Office
71	Bhilwara	Mandal	Panchayat Samiti
72	Bhilwara	Mandalgarh	Panchayat Samiti
73	Bhilwara	Raipur	Panchayat Samiti
74	Bhilwara	Sahara/Gangapur	SDM Office
75	Bhilwara	Suwana	MJF Hospital
76	Bikaner	Collectorate Compound	Collectorate Compound
77	Bikaner	PBM Hospital	PBM Hospital
78	Bikaner	Bikaner	Panchayat Samiti
79	Bikaner	Khajuwala	Govt hospital
80	Bikaner	Kolayat	Tehsil Office
81	Bikaner	Lunkaransar	RGSK
82	Bikaner	Nokha	Panchayat Samiti
83	Bikaner	Panchoo	Police Thana
84	Bikaner	Sri Dungargarh	Panchayat Samiti
85	Bundi	Collectorate Compound	Collectorate Compound
86	Bundi	Hattipura	Panchayat Samiti

Sr. No.	District	Block	Location
87	Bundi	Hindoli	Panchayat Samiti
88	Bundi	K. Patan	Panchayat Samiti
89	Bundi	Nenwa	Panchayat Samiti
90	Bundi	Talera	Panchayat Samiti
91	Chittaurgarh	Collectorate Compound	Collectorate Compound
92	Chittaurgarh	Badesar	RGSK
93	Chittaurgarh	Badi Sadri	Tehsil Office
94	Chittaurgarh	Baisrogarh	Panchayat Samiti
95	Chittaurgarh	Begun	Panchayat Samiti
96	Chittaurgarh	Bhopalsagar	Panchayat Samiti
97	Chittaurgarh	Dungla	Panchayat Samiti
98	Chittaurgarh	Gangrar	Panchayat Samiti
99	Chittaurgarh	Govt hospital	Govt hospital
100	Chittaurgarh	Kapasan	Tehsil Office
101	Chittaurgarh	Nimbaheda	Panchayat Samiti
102	Chittaurgarh	Rasmi	Tehsil Office
103	Churu	Collectorate Compound	Collectorate Compound
104	Churu	Beedasar	Panchayat Samiti
105	Churu	Panchayat Samiti	Panchayat Samiti
106	Churu	Rajgarh	Panchayat Samiti
107	Churu	Ratargarh	Panchayat Samiti
108	Churu	Sardarshar	Panchayat Samiti
109	Churu	Sujargarh	Panchayat Samiti
110	Churu	Taranagar	Panchayat Samiti
111	Dausa	Collectorate Compound	Collectorate Compound
112	Dausa	Bandikui	Panchayat Samiti
113	Dausa	Hospital	Govt hospital
114	Dausa	Lalsot	Panchayat Samiti
115	Dausa	Lawann/Nangal	Police Thana
116	Dausa	Mahaua	Police Thana
117	Dausa	Sikrai	Panchayat Samiti
118	Deedwana-Kuchaman	Deedwana	Tehsil Office
119	Deedwana-Kuchaman	Kuchaman City	Govt hospital
120	Deedwana-Kuchaman	Laadnu	Govt hospital
121	Deedwana-Kuchaman	Makrana	Tehsil Office
122	Deedwana-Kuchaman	Molasar	Tehsil Office
123	Deedwana-Kuchaman	Naawa	Panchayat Samiti
124	Deedwana-Kuchaman	Parbatsar	Govt hospital
125	Deeg	Deeg	Panchayat Samiti
126	Deeg	Kaman	Panchayat Samiti
127	Deeg	Kumher	Panchayat Samiti
128	Deeg	Nagar	Panchayat Samiti
129	Deeg	Pahari	Tehsil Office
130	Dholpur	Dholpur	Bus stand

Sr. No.	District	Block	Location
131	Dholpur	Bari	RGSK
132	Dholpur	Basedi	Panchayat Samiti
133	Dholpur	Collectorate	Collectorate
134	Dholpur	Rajakheda	Panchayat Samiti
135	Dholpur	Saipau	Panchayat Samiti
136	Dudu	Dudu	Panchayat Samiti
137	Dudu	Phagi	Panchayat Samiti
138	Dungarpur	Collectorate Compound	Collectorate Compound
139	Dungarpur	Aspur	Panchayat Samiti
140	Dungarpur	Bichiwara	Tehsil Office
141	Dungarpur	Chiklee	Tehsil Office
142	Dungarpur	Dowda	Panchayat Samiti
143	Dungarpur	Galiakhot	Tehsil Office
144	Dungarpur	Govt hospital	New Govt hospital
145	Dungarpur	Jhotwari	Panchayat Samiti
146	Dungarpur	Sabla	Panchayat Samiti
147	Dungarpur	Sagwara	Panchayat Samiti
148	Dungarpur	Simalwara	Panchayat Samiti
149	Gangapur City	Bamanwas	Panchayat Samiti
150	Gangapur City	Gangapur City	Panchayat Samiti
151	Gangapur City	Nadoti	Panchayat Samiti
152	Gangapur City	Toda bheem	Panchayat Samiti
153	Hanumangarh	Collectorate Compound	Collectorate Compound
154	Hanumangarh	Bhadra	Panchayat Samiti
155	Hanumangarh	Nohar	Panchayat Samiti
156	Hanumangarh	Panchayat Samiti	Panchayat Samiti
157	Hanumangarh	Pili Banga	Panchayat Samiti
158	Hanumangarh	Rawatsar	Panchayat Samiti
159	Hanumangarh	Sangriya	Panchayat Samiti
160	Hanumangarh	Tibbi	Panchayat Samiti
161	Jaipur City	Amber	govt hospital
162	Jaipur City	Jaipur City	Ambedkar Circle
163	Jaipur City	Jaipur City	Statue Circle
164	Jaipur City	Jaipur City	Ramniwas Bagh
165	Jaipur City	Jaipur City	Vidhyadar Nagar
166	Jaipur City	Jaipur City	Suchna Kendra
167	Jaipur City	Jaipur City	SMS Hospital
168	Jaipur City	Jaipur City	Ravindra Manch
169	Jaipur City	Jhotwara	Panchayat Samiti
170	Jaipur City	Sanganer	RGSK
171	Jaipur Rural	Bassi	Panchayat Samiti
172	Jaipur Rural	Chaksu	Panchayat Samiti
173	Jaipur Rural	Choumu Thana	Choumu Thana
174	Jaipur Rural	Jalsu	Tehsil Office

Sr. No.	District	Block	Location
175	Jaipur Rural	Jamwa Ramgarh	govt hospital
176	Jaipur Rural	Sambhar Lake	Panchayat Samiti
177	Jaipur Rural	Shahpura	PWD Office
178	Jaisalmer	Collectorate Compound	Collectorate Compound
179	Jaisalmer	Panchayat Samiti	Panchayat Samiti
180	Jaisalmer	Sam	Panchayat Samiti
181	Jaisalmer	Sankra	Panchayat Samiti
182	Jalore	Collectorate Compound	Collectorate Compound
183	Jalore	Ahore	Panchayat Samiti
184	Jalore	Bhinmaal	Panchayat Samiti
185	Jalore	Jaswantpura	Panchayat Samiti
186	Jalore	Panchayat Samiti	Panchayat Samiti
187	Jalore	Sayla	Panchayat Samiti
188	Jhalawar	Mini Sachivalay	Mini Sachivalay
189	Jhalawar	Aklera	Panchayat Samiti
190	Jhalawar	Bakani	Panchayat Samiti
191	Jhalawar	Bhawani Mandi	SDM Office
192	Jhalawar	Dug	Panchayat Samiti
193	Jhalawar	Jhalarapatan	Panchayat Samiti
194	Jhalawar	Khanpur	Panchayat Samiti
195	Jhalawar	Manohar Thana	Tehsil Office
196	Jhalawar	SRG Hospital	SRG Hospital
197	Jhalawar	Sunel	Panchayat Samiti
198	Jhunjhunu	Collectorate Compound	Collectorate Compound
199	Jhunjhunu	Alsisar	Panchayat Samiti
200	Jhunjhunu	Bhuhana	Panchayat Samiti
201	Jhunjhunu	Chirawa	Panchayat Samiti
202	Jhunjhunu	Nawalgarh	Panchayat Samiti
203	Jhunjhunu	Panchayat Samiti	Panchayat Samiti
204	Jhunjhunu	Surajgarh	Tehsil Office
205	Jodhpur-Rural	Balesar	Tehsil Office
206	Jodhpur-Rural	Bawari	Tehsil Office
207	Jodhpur-Rural	Bhopalgarh	Panchayat Samiti
208	Jodhpur-Rural	Bilada	Panchayat Samiti
209	Jodhpur-Rural	Luni	Panchayat Samiti
210	Jodhpur-Rural	Mandor	Panchayat Samiti
211	Jodhpur-Rural	Osian	Tehsil Office
212	Jodhpur-Rural	Papad city	Panchayat Samiti
213	Jodhpur-Rural	Shekhala	Panchayat Samiti
214	Jodhpur-Rural	Shergarh	Tehsil Office
215	Jodhpur-Rural	Tinwari	Panchayat Samiti
216	Jodhpur-Urban	Collectorate Compound	Collectorate Compound
217	Jodhpur-Urban	Sojati Gate	Sojati Gate
218	Karauli	Collectorate Compound	Collectorate Compound

Sr. No.	District	Block	Location
219	Karauli	Govt hospital	Govt hospital
220	Karauli	Hindon	Panchayat Samiti
221	Karauli	Mandrayal	Panchayat Samiti
222	Karauli	Sapotra	Panchayat Samiti
223	Kekri	Bhinay	Panchayat Samiti
224	Kekri	Kekri	Panchayat Samiti
225	Kekri	Sarwar	Panchayat Samiti
226	Kekri	Toda Raisingh	Panchayat Samiti
227	Kota	Collectorate Compound	Collectorate Compound
228	Kota	CAD Circle	CAD Circle
229	Kota	Itawa	Panchayat Samiti
230	Kota	Khairabad	Panchayat Samiti
231	Kota	Ladpura	Panchayat Samiti
232	Kota	Sangod	Panchayat Samiti
233	Kota	Sultanpur	Panchayat Samiti
234	Kotputli-Behror	Bansur	Panchayat Samiti
235	Kotputli-Behror	Behror	Panchayat Samiti
236	Kotputli-Behror	Neemrana	Panchayat Samiti
237	Kotputli-Behror	Kotputli	Panchayat Samiti
238	Kotputli-Behror	Paota	Govt hospital
239	Kotputli-Behror	Virat nagar	Panchayat Samiti
240	Nagaur	Collectorate Compound	Collectorate Compound
241	Nagaur	Degana	SDM Office
242	Nagaur	Jayal	Panchayat Samiti
243	Nagaur	kheevsar	SDM Office
244	Nagaur	Merta	Tehsil Office
245	Nagaur	Mundawa	Panchayat Samiti
246	Nagaur	Panchayat Samiti	Panchayat Samiti
247	Nagaur	Riyan Badi	Panchayat Samiti
248	Neem ka thana	Khetri	Panchayat Samiti
249	Neem ka thana	Neem ka thana	Panchayat Samiti
250	Neem ka thana	Patan	Panchayat Samiti
251	Neem ka thana	Sri Madhopur	Panchayat Samiti
252	Neem ka thana	Udaipurwati	Panchayat Samiti
253	Pali	Collectorate Compound	Collectorate Compound
254	Pali	Bali	SDM Office
255	Pali	Bangar Hospital	Bangar Hospital
256	Pali	Desuri	SDM Office
257	Pali	Marwar Junction	Tehsil Office
258	Pali	Rani Station	Panchayat Samiti
259	Pali	Rohat	Panchayat Samiti
260	Pali	Sojat	SDM Office
261	Pali	Sumerpur	Panchayat Samiti
262	Pratapgarh	Collectorate Compound	Collectorate Compound

Sr. No.	District	Block	Location
263	Pratapgarh	Arnod	Tehsil Office
264	Pratapgarh	Chhoti Sadri	Panchayat Samiti
265	Pratapgarh	Dhariayad	Panchayat Samiti
266	Pratapgarh	Nagar Parisad	Nagar Parisad
267	Pratapgarh	Pipal Khoont	SDM Office
268	Phalodi	Baap	Panchayat Samiti
269	Phalodi	Bapni	Panchayat Samiti
270	Phalodi	Dechu	Panchayat Samiti
271	Phalodi	Lohawat	Panchayat Samiti
272	Phalodi	Phalodi	Panchayat Samiti
273	Rajsamand	Collectorate Compound	Collectorate Compound
274	Rajsamand	Amet	SDM Office
275	Rajsamand	Bheem	Tehsil Office
276	Rajsamand	Devgarh	Tehsil Office
277	Rajsamand	Kumbhalgarh/4 Bhuja	4 Bhuja
278	Rajsamand	Nathdwara/khmnor	SDM Office
279	Rajsamand	Old Collectorate	Old Collectorate
280	Rajsamand	Railmagra	Panchayat Samiti
281	Salumber	Jhalara	Tehsil Office
282	Salumber	Lasadiya	Panchayat Samiti
283	Salumber	Salumber	SDM Office
284	Salumber	Sarada	Panchayat Samiti
285	Salumber	Semari	Govt hospital
286	Sanchore	Chitalwana	Panchayat Samiti
287	Sanchore	Raniwara	Panchayat Samiti
288	Sanchore	Sanchore	SDM Office
289	Sawai Madhopur	Collectorate Compound	Collectorate Compound
290	Sawai Madhopur	Bonli	Panchayat Samiti
291	Sawai Madhopur	Govt hospital	Govt hospital
292	Sawai Madhopur	Khandar	RGSK
293	Shahpura	Baneda	Panchayat Samiti
294	Shahpura	Jhahpur	PWD Office
295	Shahpura	Kotri	SDM Office
296	Shahpura	Shahpura	SDM Office
297	Sri Ganganagar	Collectorate Compound	Collectorate Compound
298	Sri Ganganagar	Govt Hospital	Govt Hospital
299	Sri Ganganagar	Karanpur	RGSK
300	Sri Ganganagar	Padampur	RGSK
301	Sri Ganganagar	Shadulshar	Panchayat Samiti
302	Sri Ganganagar	Suratgarh	Govt hospital
303	Sikar	Collectorate Compound	Collectorate Compound
304	Sikar	Danta Ramgarh	Panchayat Samiti
305	Sikar	Dhod	Panchayat Samiti
306	Sikar	Fatehpur	Panchayat Samiti

Sr. No.	District	Block	Location
307	Sikar	Khandela	Panchayat Samiti
308	Sikar	Laxmangarh	Panchayat Samiti
309	Sikar	Piprali	Panchayat Samiti
310	Sirohi	Collectorate Compound	Collectorate Compound
311	Sirohi	Abu Road	Panchayat Samiti
312	Sirohi	Govt. Hospital	Govt. Hospital
313	Sirohi	Pindwara	Panchayat Samiti
314	Sirohi	Revdar	Panchayat Samiti
315	Sirohi	Sheoganj	Panchayat Samiti
316	Tijara	Kishangarh Bas	SDM Office
317	Tijara	Kotkasim	RGSK
318	Tijara	Mundawar	Panchayat Samiti
319	Tijara	Tijara	Panchayat Samiti
320	Tonk	Collectorate Compound	Collectorate Compound
321	Tonk	Aligarh/uniyara	Panchayat Samiti
322	Tonk	Deaoli	Tehsil Office
323	Tonk	Maalpura	Panchayat Samiti
324	Tonk	Niwai	Panchayat Samiti
325	Tonk	Piplu	SDM Office
326	Udaipur	Collectorate Compound	Collectorate Compound
327	Udaipur	Municipal Corporation	Municipal Corporation
328	Udaipur	Badgaon	Tehsil Office
329	Udaipur	Bhinder	Panchayat Samiti
330	Udaipur	Girwa	Panchayat Samiti
331	Udaipur	Gogunda	Panchayat Samiti
332	Udaipur	Jhadol	Panchayat Samiti
333	Udaipur	Khairwara	Panchayat Samiti
334	Udaipur	Khurabad	Govt hospital
335	Udaipur	Kotra	Panchayat Samiti
336	Udaipur	Mawali	Panchayat Samiti
337	Udaipur	Phalasiya	Panchayat Samiti
338	Udaipur	Rishabdev	Panchayat Samiti
339	Udaipur	Sayra	Panchayat Samiti

**ANNEXURE-2: TECHNICAL SPECIFICATIONS & BIDDER COMPLIANCE CHECKLIST**

**Note:**

- a) *All the specifications listed below pertain to the currently installed hardware and equivalent or higher specifications shall be applied wherever replacements are necessary during the entire AMC period.*
- b) *All proposed items should be compatible with the existing solution/ set-up of video-wall(s), to use all the existing features and functionalities.*
- c) *The bidder must provide a technical compliance statement for each item, on proposed OEM's letterhead as well as on bidder's official letterhead.*

**Item 1: LED Display**

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Full Colour LED Displays with LED Controller, Power Distribution Unit, Auto Brightness Controller, Power cables and signal cables.	Make: Delta		
Size	Size 1: 12.5 feet x 9.5 feet or higher Size 2: 15.7 feet x 12.5 feet or higher (Overall area of the proposed video wall may not be lower by 2%)		
Pixel Pitch	10 mm $\pm$ 5% or better		
LED Configuration	R/G/B 3 in 1 SMD		
Pixel Density	Minimum 10,000 per sqm $\pm$ 10%		
Horizontal / Vertical Viewing Angle	H 120 deg / V 60 deg or better		
Refresh Rate	>800Hz or better		
Temp Range	-20 to +50 Degrees or better		
Gray Scale Processing	12 Bit or better		
Brightness (Calibrated)	6000 cd/m <sup>2</sup> or better		
Contrast Ratio (dynamic)	2000:1 or better		
Lifetime (Half Life)	Minimum 50,000 Hrs		
Power Input	100 ~ 240 VAC		
Max Power Consumption	$\leq$ 1050 W/sqmtr		
Humidity	10% ~ 90%		
IP Level	Front IP65 / Rear IP54		
Certification	CE , UL, FCC certification		
Central Control	LED display should be centrally & remotely controlled to manage remote ON/OFF, time based brightness etc.		



Warranty	Onsite OEM Warranty for 3 years		
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**Item 2: Outdoor Speakers (JBL)**

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Type	It should be Weather resistant IP56 rating outdoor 2-way coaxial loudspeaker.		
Frequency Range (-10 dB)	80 Hz – 20 kHz		
Frequency Response ( $\pm 3$ dB)	100 Hz – 20 kHz		
Transducers	LF : 8 inch woofer with Kevlar-reinforced 2 inch voice coil HF: 1 inch exit compression driver, high temperature, polymer diaphragm, patent design, fluid cooling."		
Overload Protection	It should have Sonic Guard High Frequency Overload Protection		
Crossover Network	1.8 kHz, should have high slope crossover network for constant coverage and smooth, natural midrange.		
Long Term System Power Rating	250 W 2 hrs. 200 W 100 hrs		
Transformer Taps	70V: 200W, 100W, 50W, 25W, 100V: 200W, 100W, 50W		
Coverage Pattern	120° x 120° broadband pattern		
Sensitivity	94dB or better		
Max SPL	"Direct 8 $\Omega$ : 118 dB (peaks of 124 dB) 200 W Tap: 117 dB		
Nominal Impedance	8 ohms		
Physical	Environment : IP56 per IEC529 with a min. 5 degree downward aiming angle Exceeds Mil Spec 810 for humidity, salt spray, temperature & UV, and ASTM G85 for salt spray		
Enclosure	ABS with Glass enclosure		
Grille	Corrosion-resistant zinc-rich extra-thick powder coated steel grille, 3-layer assembly with foam and woven poly mesh backing.		

**Item 3: Amplifier (Bosch, Crown)**

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Power Supply	AC: 240V, DC: 24 V		
Rated Power	250 W		
Tone Controls	Bass: $\pm 10$ dB at 100Hz, Treble: $\pm 10$ dB at 10kHz		
Output Power	Should be $\geq 50\%$ rated power		

Speaker Output	4Ω/8Ω & 70/100 V		
FrequencyResponse	50-15, 000 Hz ±3 dB		
Signal to NoiseRatio	≥70 dB		

**Item 4: Media Player - OneLan**

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Media Player with built in Payout software	Of reputed manufacturers		
Processor	Intel		
RAM	4GB Minimum		
Internal drive	60 GB Solid State Drive		
Output	HDMI/Display Port for Graphics & 3.5 mm mini jacket socket for Audio		
<b>Media</b>			
Video	MPEG-4, WMV, Quick time		
Audio	MP3,WAV		
Image	JPEG, PNG,BMP,GIF		
Text	Multiple fonts, Speeds, colours		
Internet	HTML, XML Files, RSS newsfeeds		
Others	SWF		
<b>Other features</b>			
Video Zones	2 or more		
Other Ports	2 USB ports		
Network	Ethernet 1000/100/10 Base T(RJ45), Wifi 802.11 a/b/g/n		
Warranty	Onsite OEM Warranty for 3 years		

**Item 5: Outdoor Cabinet Air Conditioner (Delta)**

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Power Supply	230VAC ±15% 50Hz/60Hz		
Working Temperature Range	-40 to + 55 deg C		
Max Noise Level	60dB(A)		
IP Grade	IP55		
Weight	< 16 Kg		
Refrigerant	R134a for harsh conditions		
Dimensions	550 x 320 x 175 mm( Hx WxD)		
CE & ROHS Compliant	Yes		
Surface treatment	Outdoor type power coating		
Cooling Capacity	500W@L35/L35		
Power Consumption	210W@L35/L35		
Power Supply	230±15% AV 50/60 Hz		
Internal Airflow	120 m³/h		
Maximum Noise Level	60dB(A)		
	Should be provided with a display panel to show parameters like cabinet temperature, indications		

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Display Panel	for - cooling, running of external fans, flashing on alarm		
Anti-theft design	The mounting of the AC should have an anti-theft design		
Communication from AC	AC should be able to send diagnostic communication to remotelocation over IP		

**Item 6: Rack Frame with Power Distribution Unit to be mounted Behind the Structure (Delta)**

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Front Door	2 Hinges with Rack & Aircon bolted		
Wall Mount Clamp	Welded on Rack frame rear side		
19" pillar front & 19" pillarrear	Bolted on rack side wall		
Rack Internal size	13U 19" rack		
Material	GI 120 gsm thickness 1.5 mm		
IP rating	IP54		
AC input	380V/220V		
AC out put	6 x 220V		
AC Power Load Max	35KW		
AC power Load Max Eachoutput	5KW		
Remote Control	Power Distribution Unit can be controlled from remote location overIP		

**Item 7: Servo Stabilizer**

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Servo Type	3 Phase + Neutral (4 Wire), suitable for Unbalanced Load & Supply.		
Capacity	10 KW (Three Phase)		
Input Range	340 ~ 480 V AC		
Output	400 V ± 1%		
Cut Off	High-Low Voltage Cut off Protection on Each Phase Using relays		
Control Circuit	IC Based fully Automatic Circuit.		
Wave Form Distortion	Nil		
Modes	Auto or Manual		
Ambient Temperature	0 – 50 Degree C.		
Outdoor Suitability	Offered Servo should be suitable for outdoor installation and use.		
Duty Cycle	Continuous on 100 % load		
Voltage Adjustment	Provided.		
Voltmeter	To read Input / Output voltages through toggle switch.		
Output Line Regulation	±1 %		

Cooling Type	Air Cooled/Oil Cooled		
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**Item 8: Network Switch (D-Link)**

Parameter	Current Specifications	Offered Make & Model	Compliance (Yes/No)
Switching Capacity	1 Gbps		
No. of ports	Atleast 5		
Power Supply	DC 5 V / 0.55 A		
Casing	Plastic		
Maximum Packet Forwarding Rate	148.8 kpps		
802.3x flow control	Yes		
Auto MDI/MDIX	Yes		

**ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE** {to be filled by the bidder}

To,  
{Procuring entity},

\_\_\_\_\_,  
\_\_\_\_\_

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

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Verified Signature:

**ANNEXURE-4: SELF-DECLARATION** {to be filled by the bidder}

To,  
{Procuring entity},

\_\_\_\_\_

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION** {to be filled by the bidder}

To,  
{Procuring Entity},  
\_\_\_\_\_

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-6: DECLARATION BY BIDDER** {to signed by selected bidder}

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

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_



**ANNEXURE-7: MANUFACTURER'S AUTHORIZATION FORM (MAF)** {to be filled by the OEMs & submitted on OEM's Letter Head only}

(Indicative Format)

To,  
{Procuring Entity},  
\_\_\_\_\_

Subject: Issue of the Manufacturer's Authorisation Form (MAF)  
Reference: NIB/ RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

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

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

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

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

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 5 years from the last date of bid submission.

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

(Authorized Signatory)  
Name, Designation & Contact No.:  
Address: \_\_\_\_\_  
Seal:

**ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS**

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

To,

{Procuring Entity},

\_\_\_\_\_

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

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

Authorized Signatory

Name:

Designation:

**Annexure-9: FINANCIAL BID COVER LETTER & FORMAT**

## COVER LETTER

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

To,

{Procuring Entity},

\_\_\_\_\_

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

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

I / We undertake that the prices are in conformity with the services prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

**Financial Bid Format**

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

Sr. No	Name of Item	Qty	Unit Rate (including levies and duties) except GST	Total Rate (including levies and duties) except GST	Total GST Amount (in Rs.)	Total Amount inclusive of GST
(A)	(B)	(C)	(D)	(E) = ( C ) * (D)	(F)	(G)= (E)+(F)
1.	Video Wall AMC Charges Per Quarter (Big)	6				
2.	Video Wall AMC Charges Per Quarter (Small)	333				
3.	De-installation and Re-Installation of LED video wall (Including civil work)	1				
<b>*Total quote for the package (in Figures)</b>						
<b>*Total in Words</b>		Rs.				

Note: -

- Bidder has to mandatorily quote the rate for all the above-mentioned items. The L1 bidder shall be evaluated on the base of the Composite rate of all the above items.
- Payment shall be made as per prevailing Tax rates.

**ANNEXURE-10: PRE-BID QUERIES FORMAT**

Name of the Company/Firm: \_\_\_\_\_

Bidding Document Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

**ANNEXURE-11: BANK GUARANTEE FORMAT****BANK GUARANTEE FORMAT – BID SECURITY**

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

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

Sir,

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

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

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

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall

be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. \_\_\_\_\_ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. \_\_\_\_\_ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1) .....

.....

(2) .....

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

#### 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 .....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.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL  
For and on behalf of the RISL

Signature

(Name & Designation)

**ANNEXURE-12: DRAFT AGREEMENT FORMAT** {to be mutually signed by selected bidder and procuring entity }

This Agreement for Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s \_\_\_\_\_, a firm registered under the .....Act, with its registered office at \_\_\_\_\_ (herein after referred as the “Successful Bidder/ Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated \_\_\_\_\_ of <NIT No \_\_\_\_\_>.

And whereas

Successful Bidder/ Supplier represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIT and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of Successful Bidder/ Supplier and has placed the Letter of Contract having Reference No. \_\_\_\_\_ dated \_\_\_\_\_, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

Successful Bidder/ Supplier has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as security deposit (SD) for the due performance of the Contract.

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

1. The NIT Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this Contract and are binding on both the parties executing this Contract.
2. This Agreement for Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier \_\_\_\_\_ during the entire period of this Contract.
3. In consideration of the payment to be made by RISL to Successful Bidder/ Supplier at the rates set forth in the Letter of Contract Reference No. \_\_\_\_\_ dated \_\_\_\_\_, will duly supply and install the said articles set forth in all the work orders to be issued during the period of Contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.

4. The RISL do hereby agree that if Successful Bidder/ Supplier shall duly supply & install the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to Successful Bidder/ 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.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period as specified in the work order to be issued to Successful Bidder/ Supplier during the period of Contract.
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.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

**ANNEXURE-13: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....

Before the ..... (First/ Second Appellate Authority)

## 1. Particulars of appellant:

- a. Name of the appellant: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

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

- a. <please specify>
- b. <please specify>
- c. <please specify>

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

## 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: &lt;please specify&gt;

## 5. Number of affidavits and documents enclosed with the appeal: &lt;please specify&gt;

## 6. Grounds of appeal (supported by an affidavit): &lt;please specify&gt;

## 7. Prayer: &lt;please specify&gt;

Place .....

Date .....

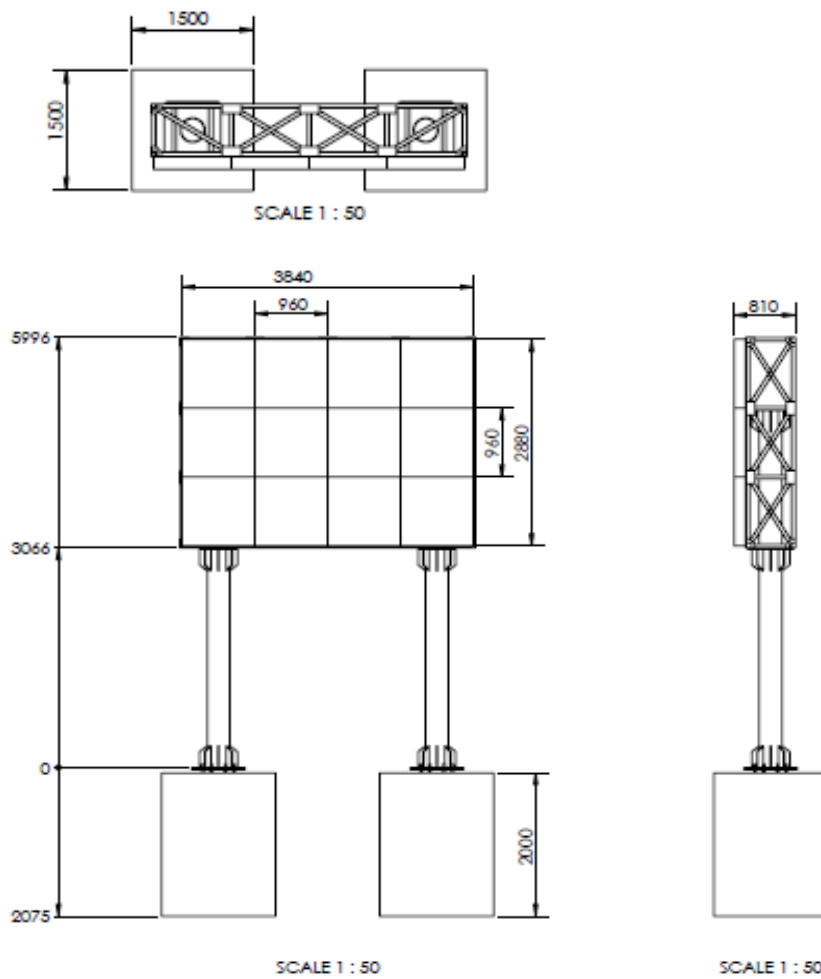
Appellant's Signature

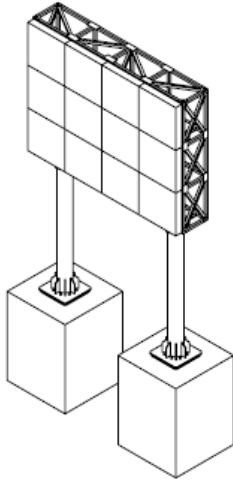
**ANNEXURE-14: LAYOUTS**

**Please Note:**

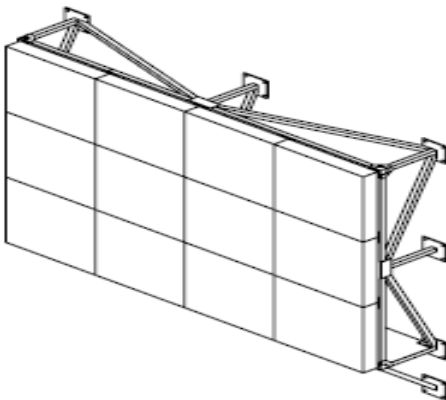
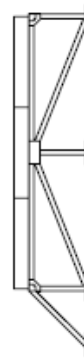
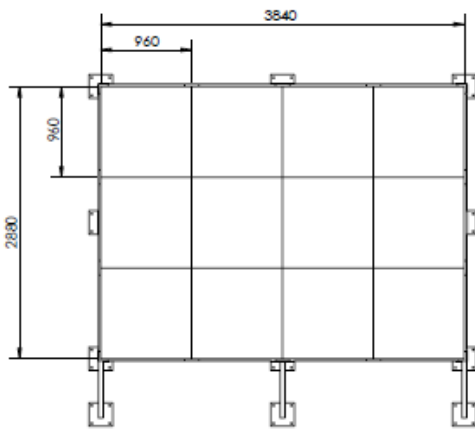
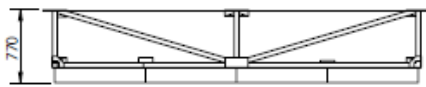
- The structure should be Epoxy painted for rust protection and should be covered with ACP sheet with proper ventilation.
- The border should be of 6’’ wide ACP sheet around the video wall.
- The structure and supplied video walls should withstand in all the possible weather conditions like heavy rainfall, hail storm, high temperature etc.
- SI shall ensure that all the supplied items are properly fixed as per Indian Standards applicable of wind zone for Rajasthan. SI shall be responsible for any mishappening, casualty, damage/loss of lives, goods and shall get the Video wall repaired & re-installed.
- SI shall ensure that all the video walls/structure are Insured so that in case of any type of damage, SI shall have to repair/replace video wall or any other component to bring it in working condition.

**Tentative Layout 1: Bipole**





**Tentative Layout 2: Wall Mount**



**ANNEXURE-15: TECHNICAL BID COVER LETTER**

To,  
{Procuring Entity},

\_\_\_\_\_  
**Subject:** <title of bid>Dear Sir,

- 1) Having examined the Tender, we, the undersigned, offer to propose for providing our bid for rate contract for Comprehensive AMC of LED Video Wall in Rajasthan, in full conformity with the Letter of requirement.
- 2) We have read the provisions and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
- 3) We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 4) We understand you are not bound to accept any proposal you receive.
- 5) Our correspondence details with regards to this Tender are:

S.No	Information	Details
1	Name of Bidder	
2	Address of Bidder	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
4	Telephone no. of contact person:	
5	Mobile no. of contact person:	
6	Fax no. of contact person:	
7	E-mail address of contact person:	

- 6) We hereby declare that our Bid response is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,  
[BIDDER'S  
NAME]  
Name Title Signature Date



**ANNEXURE-16: LED VIDEOWALL EQUIPMENT DECRIPTION**

Sr. No.	Equipment Name	Make	Model	Qty	Details
1	LED Video wall (15.7 feet x 12.5 feet)	DELTA	SOM-106SAABA	6	
2	LED Video wall (12.5 feet x 9.5 feet)	DELTA	SOM-106SAABA	333	
3	D-LINK SWITCH	D-LINK	DES-1005C	339	
4	MOXA ( RS-232 serial communication interface)	DELTA	5110A	339	Communication interface between LED controller and network
5	MULTI FUNCTION CARD	DELTA	MFN300	339	Power ON/OFF and automatic brightness control, interface between LED controller and light sensor
6	CABINET AIR CONDITIONER	DELTA	HRUC A 005/N/E/A	339	
7	LED DISPLAY CONTROLLER	DELTA	DC500	339	Device which controls the LED walls and also convert the DVI signal to signal which is supported by LED wall.
8	LIGHT SENSER	DELTA	NS048C-2	339	It takes the Ambient brightness and convert into electric signals, the same signal is utilised to perform the auto brightness.
9	Media Player	ONELAN	NTB-HD-10F-S-W	339	
10	Plena Power Amplifier	BOSCH	LBB 1930/20	44	
11	Amplifier	CROWN	CROWN NXLS 1003	295	
12	Speaker	JBL	AWC- 82	339	
13	Servo Stabilizer	DELTA		295	
14	CMS	ONELAN	CMS-PA-100	2	

**ANNEXURE-17: PREVENTIVE MAINTENANCE CHECKLIST**

LED Video Wall Location \_\_\_\_\_ Block \_\_\_\_\_ District \_\_\_\_\_

Date: - \_\_\_\_\_

S.No.	Task Description	Task Status
<b>1</b>	<b>Interior Maintenance</b>	
1.1	Clean LED Video Wall	
1.2	Check All Component Working	
1.3	Repair any defects in hardware	
1.4	Check & Repair the network/ electric cable	
1.5	Check all drivers of are working	
1.6	Check & Upgrade the system software, firmware, antivirus, OS etc. (if any)	
<b>2</b>	<b>Exterior Maintenance</b>	
2.1	Clean LED Video Wall	
2.2	Check LED Display is working	
2.3	Check & Repair the Concrete & Steel Foundation of LED Video Wall (if required)	
2.4	Check & Paint on LED Video Wall (if required)	

Preventive maintenance done by:

Verified by:

-----  
(Seal & Signature)

-----  
(Seal & Signature)

Engineer's Name:-

DoIT&C/RISL

Contact No.:-

Official Name:-

Contact No.:-

**ANNEXURE-18: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE**

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	