

2023

**Department of Information Technology &  
Communications (DoIT&C),  
Government of Rajasthan (GoR)**

**Request for Proposal (RFP) for Organising Drone  
related Activities (Drone Flight/Wars/Demo / RC  
Car Track racing etc.) during IT DAY-2023 at  
Jaipur.**



## Request for Proposal (RFP) for Organising Drone related Activities (Drone Flight/Wars/Demo / RC Car Track racing etc.) during IT DAY-2023 at Jaipur

Reference No. F5.501(1419)/DoIT&C/2023-05411/01278/2023

Date:03/03/2023

<b>Mode of Bid Submission</b>	Online through eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Commissioner& JS, DoIT&C, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	<b>09/03/2023 up to 4.00 PM</b>
<b>Date &amp; Time of Opening of Technical Bid</b>	09/03/2023Time: 4.30 PM

**Bidding Document Fee: Rs. 500/- (Rupees Five Hundred only)**

**RISL Processing Fee: Rs. 500/- (Rupees Five Hundred 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>			

**Department of Information Technology & Communications (DoIT&C)**

2<sup>nd</sup>Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141-2224855      Fax: 0141-2222011

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

## **ABBREVIATIONS & DEFINITIONS**

<b>Abbreviations</b>	<b>Definition</b>
<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>AR</b>	Augmented Reality
<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>	Security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor 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 include 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 decisions in a matter relating to procurement. Technical Director & Joint Secretary, DoIT&C, GoR in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered between the procuring entity and a successful bidder concerning the subject matter of procurement. The Contract Period shall commence from the date of signing of the Agreement with the selected bidder and will remain valid IT day Event Period may be extended further for a period one or two days as decided by the Purchaser.
<b>COTS</b>	Commercial Off-the-Shelf Software
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DRONE</b>	Dynamic Remotely Operated Navigation Equipment / unmanned aerial vehicle (UAV)
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Centre
<b>Event</b>	An event in the RFP is defined as any - Event/ Function organized by the Government of Rajasthan at various locations within the state. The event may be for one day or multiple days.
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	Means the services incidental to the supply of the services, such as design, installation, training and initial maintenance, and other similar obligations of the successful/ selected bidder under the Contract.
<b>GST</b>	Goods and Service Tax
<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

Abbreviations	Definition
	thereto and includes notice inviting Bids 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>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<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>PQ</b>	Pre-Qualification
<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>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/Tendering Authority/Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (the bidder) under a purchase order or contract of sale. Also called buyer. DoIT&C 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 goods or works and includes physical, maintenance, professional, intellectual, consultancy, and advisory services or any service classified or declared as such by a procuring entity and does not include the appointment of any person made by any procuring entity
<b>SLA</b>	A 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>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services, or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third-Party Auditors
<b>VAT/ Cen VAT</b>	Value Added Tax/ Central VAT
<b>VR</b>	Virtual Reality
<b>WO/ PO</b>	Work Order/ Purchase Order

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

Reference No. F5.501(1419)/DoIT&C/2023-05411/01278/2023  
Unique Bid No: ITC2223GLOB00122

Date:03/03/2023

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Commissioner &amp; JS, DoIT&amp;C, GoR</li> <li>Address: IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Rajesh Gupta</li> <li>Designation: Additional Director</li> <li>Address: IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Subject Matter of Procurement</b>	Request for Proposal (RFP) for Organising Drone related Activities (Drone Flight/Wars/Demo / RC Car Track racing etc.) during IT DAY-2023 at Jaipur.
<b>Bid Procedure &amp; Bid Evaluation Criteria (Selection Method)</b>	Single Stage: Two-Part (envelop) Open Competitive Bid Procedure Least Cost Based Selection (LCBS)
<b>Portals for downloading Bidding Documents, Corrigendum, Addendums, etc.</b>	<ul style="list-style-type: none"> <li>Portals: <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://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a>,<a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a></li> <li>Bidding Document Fee: Rs. 500/- (Rupees Five Hundred only) in Cash/Demand Draft in favour of "Technical Director, DoIT&amp;C" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 500 (Rupees Five hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	INR 34.00 Lakhs (Rupees Thirty Four Laksh Only) excluding taxes
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount: INR <b>68 Thousands</b> (2% of the estimated procurement cost)</li> <li>Mode: Banker's Cheque or Demand Draft or Bank Guarantee (in specified Format) of a scheduled bank in favour of "Technical Director, DoIT&amp;C" payable at "Jaipur".</li> </ul>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at eProc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date/Time: 03/03/2023 at 06.00 PM onwards</li> <li><b>End Date/Time: 09/03/2023 up to 4.00 PM</b></li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee / Bid Security/ and Processing Fee*</b>	From 03/03/2023 at 06.00 PM onwards to 09/03/2023 at 4.00 PM (Fee should be submitted/ deposited in physical form to project OIC only, as mentioned in NIB.)
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>Date: 09/03/2023</li> <li>Time: 04.30 PM</li> <li>Place: DoIT&amp;C, Committee Room, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Bid Validity</b>	90 days from the bid submission deadline
<b>Note:</b>	
1) Bidder (authorised signatory) shall submit their offer online in electronic formats both for technical and financial proposal. However, the DD/ Bank Guarantee for Tender Fees, RISL Processing Fees, and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB, and a scanned copy of the same should also be uploaded along with the technical Bid/ cover.	

- 2) In case, any of the bidders fail to physically submit the Banker's Cheque/ Demand Draft/ Bank Guarantee for Tender Fee, Bid Security, and RISL Processing Fee as per the dates mentioned in NIB, its Bid shall not be accepted.
- 3) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA-approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) DoITC / RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time to avoid 11<sup>th</sup>-hour issues like slow speed, choking of the website due to heavy load, or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at the e-Procurement portal for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of the e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR regularly. Bidders interested in training may contact the e-Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  
e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein is intended only to help the bidders to prepare a logical bid proposal.
- 10) The provisions of the RTPP Act 2012 and the Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and the Rules thereto, the latter shall prevail.

**(Rajesh Gupta)**  
**Additional Director**

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

### **Project Profile:**

The Department of IT&C, Government of Rajasthan intends, to facilitate the use of IT, Create IT awareness, promote & propagate the use of computers, educating users/ citizens to acknowledge and accolade various IT initiatives and e-governance/IT-related projects in the Rajasthan State. To achieve the above goal, the Department of IT&C, Govt. of Rajasthan is planning to host various events across the year, which where Hon'ble Chief Minister, Rajasthan along with other dignitaries will attend. These events are expected to be attended by Ministers, Public representatives, Senior Government functionaries, IT functionaries, and delegates/participants. It would also include plenary sessions/workshops on selected themes, exhibitions, and other related activities. Further Department of IT&C also planning to organise similar events in the coming months, however, the schedule of the events which are in the process of finalization. Therefore, DoIT&C intends select competent firms/ startups to undertake the setting up & organising Drone related various activities during IT Day 2023 to be organised on 19<sup>th</sup>-21<sup>st</sup> March 2023.

The selected agency will be required to set up and organise Drone related Activities (Drone Flight/Wars/Demo / RC Car Track racing etc) during IT DAY-2023 to be organised on 19<sup>th</sup>-21<sup>st</sup> March 2023 at Jaipur. The Showcase of the Drone related Activities during the event can be extended further for days, as per directions.

However, this does not guarantee any minimum purchase orders/ work orders and the purchaser shall in no way be held liable for the same.

### **Note:**

- Bidders may visit the venue for gaining a better understanding of event execution requirements before submitting the bids.
- The details of activities are mentioned in the "Scope of Work" of this RFP document
- The Venue / Location will be made available to the bidder for setting up Drone related Activities (Drone Show/Fight/Wars/Demo etc.)
- The bidder must completely install all the Setup as per the work Order placed to the bidder, well one day before the start of the Event.



### 3. PRE-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	The bidder should be a registered legal entity in India as mentioned below:  Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958, or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement  OR  A company registered under Indian Companies Act, 1956  OR  A partnership firm registered under Indian Partnership Act, 1932.  OR  A partnership firm registered under Indian LLP Act, 2008.	Copy of valid Registration/ Incorporation Certificates
2	Financial: Turnover	Average Annual Turnover of the bidder during the last three financial years i.e. 2019-2020, 2020-2021, 2021-2022 should be at least INR 70.00 Lakhs	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the bidder as of 31 <sup>st</sup> March 2022 should be Positive.	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability	The bidder must have successfully completed at least one project of Drone related Activities (Drone Show/Fight/Wars/Aerobatics/Demo etc.) wherein the project value (single work order) should not be less than INR 35 lakhs in India during the last five Financial Years i.e. Work order date should be on or after 01.04.2017	1) Annexure-8 is to be submitted per project. 2) Work Completion Certificates from the client; <b>OR</b> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); <b>OR</b> Work Order + Phase Completion Certificate from the client
5	Tax registration and clearance	The bidder should have a registered number of i. Income Tax / Pan Number. ii. GSTIN	Copies of relevant certificates of registration
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended, and must not be the subject of legal proceedings for	A Self Certified letter as per Annexure-4: Self-Declaration



S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>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) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	

- 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 the bidder has done so to the satisfaction of the procuring entity.

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

The selected agency will be required to undertake the below-mentioned activities under the supervision of designated officers of DoIT&C / RISL for successful set up and organise Drone related Activities (Drone Show/Fight/Wars/ Aerobatics/Demo etc.) during IT DAY-2023 to be organised on 19th-21st March 2023 at Jaipur. The Showcase of the Drone related Activities during the event can be extended further for days, as per directions.

The list of Drone related Activities has been annexed to Annexure-1 (Bill of Material). The Date and Place of the Event will be informed well before the event time to the successful bidder.

##### 4.1 Scope of Work:

The scope of work envisaged to be completed by the selected agency is:

Drone Activities	<table border="1"> <tr> <td>Setup Location</td> <td>JKK/ Colleges ( Event Site)</td> </tr> <tr> <td>Activity Start Date-Time</td> <td>19th March 2023 – 08:00 AM</td> </tr> <tr> <td>Activity End Date-Time</td> <td>21<sup>st</sup> March 2023 – 09 :00 PM</td> </tr> <tr> <td>Set-Up Ready by Date-Time</td> <td>18th March 2023 – 10:00 PM</td> </tr> </table>		Setup Location	JKK/ Colleges ( Event Site)	Activity Start Date-Time	19th March 2023 – 08:00 AM	Activity End Date-Time	21 <sup>st</sup> March 2023 – 09 :00 PM	Set-Up Ready by Date-Time	18th March 2023 – 10:00 PM
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	3	Drone live Demo (Fire fighting/ Agriculture / service delivery) during Event Timings for three days (19th ,20th ,21st Mar.2023)								
Note: Selected Agency will take prior approval from DoIT&C for the content and theme if any required.										
The lump sum cost includes organising all activities with their travel, Boarding & lodging, local travel, loading & unloading of items, site setup etc. <b>Only raw electricity and space are to be provided by Purchaser.</b>										

##### (1) **Drone Fight /Wars (in closed net ) (Two SETs)**

The selected agency shall perform the following activities at the event location:

- Prepare theme of the drone fight show and get it approved from the department and prepare the Two set-up sites (including all necessary infra, net etc ), in co-ordination with department/nominated Agency at the event location. Only electricity points, space for setup installation is to be provided by DoIT&C.
- Demonstrate drone flying capabilities in closed environment
- Conduct coordinated drone activation/fight with minimum 4-5 Drones ( Two Sets)
- Coordinated activation to represent drone fight and battle for supremacy
- Activation to be done manually and not automated/ synchronized in advance.
- Ensure proper User/Audience active participation
- Availability of sufficient minimum 70 drones and Battery backup during event to ensure smooth running of activity.
- Availability of minimum 6 Pilot/support resources during the activity.
- Support participant for drone flying in closed environment.

- Prepare close net and install required Sound System
- Demonstrate drone flying capabilities in closed environment.

-Approx space Required for each set 50ft X50ft

## (2) RC Car Track Racing

The selected agency shall perform RC Car Track Racing during event timings with following activities at the event location:

- Site/track setup (with sand and Proper hurdles)
- Care size approx 48X27X5 CM
- Availability of sufficient minimum 5 RC (Approx SIZE 48 X27X25CM) With Batteries
- Availability 3 Backup Car with Batteries
- Organising CAR Racing
- Availability of minimum 4 support resources during the activity.
- Support participant in car racing
- -Approx space Required for each set 50ft X50ft
- Requisite Sound System
- 

-Approx space Required for each set 50ft X50ft

## (3) Drone Demo (Fire fighting/Agriculture/service delivery)

The selected agency shall perform the following activities during event timings at the event location.

- Demonstrate Drone equipments Technology with Static Display and live demo/show with **Minimum 4 live demo drones** (at least one demo of each drone per hour) of followings.

- Fire fighting (1 drone )
- Service delivery (1 drone )
- Agriculture seed /water/ pesticides spray (**2 drones** ) for (Smart Village)

## 4.2 Other

**i. Operation and Support Services during the event:** The set-up at the event location will also involve (but not be limited to) transportation to the site (including Drones and all accessories), loading and unloading, packing, and unpacking, installation, activation, etc. of all the equipment's and related accessories. The selected bidder shall also need to undertake the below-mentioned activities but not limited to as a part of setting up of Drone Show/ Products/ Items:

a) **Testing and Readiness:** The selected bidder should install, check, and commission the equipment/ device and its related accessories in advance to ensure that all the system/ equipment and its related accessories installed under Drone Show/ Products/ Items are operational during the scheduled event/location. The selected bidder should be made all

necessary arrangements to promptly repair/replace faulty material/ part of the equipment/ device and related accessories during the event period.

- b) **Support Services:** The selected bidder shall be responsible for the deployment of a sufficient number of trained / technical manpower (shift-wise) for smooth operations of all the installed equipment and related accessories for the Drone Show/ Products/ Items at the above-mentioned venue(s). The deployed team shall have effective communication skills to respond to various queries being asked by the visitors, should be able to manage crowds, and should also be responsible for handling any emergency, etc. The deployed technical resource shall be responsible to Maintain a Service Level Agreement adhering to the SLA requirement of the project, Check and update status, and remedial actions, in case of problems/defaults related to product/ device/ content are reported.
- c) **Dismantling of Installed Equipment and Accessories:** The selected bidder shall be responsible for dismantling, packing, loading, and unloading all the equipment/ device and related accessories for Drone show/ Products/ Itemsto/ from the place of storage/ warehouse/ place of installation.
- d) **Transportation:** The selected bidder shall be responsible for transportation of all the equipment/ device and its related accessories for set up of the Interactive Digital Amusement Gallery/ Products/ Items to/ from the place of storage/ warehouse/ place of installation at their own cost (including transportation cost of drone and related accessories)

## ii. Other Terms and Conditions

- The bidder shall follow all regulations and shall obtain all necessary permission/ approvals/clearance/NOC from the concerned department/agencies such as DGCA etc.
- All drone/airplane used during the show shall have UIN numbers approved by DGCA.
- The Drones/airplane should be safe and as per guideline of DGCA
- The scope also includes but not limited to transportation, Boarding & lodging, local travel of team members and loading & unloading of items etc.
- The successful bidder shall be responsible to comply to all applicable laws, byelaws, rules, regulations, orders, directions, and notifications etc. as per Law of the land and of Government / court / tribunals
- Will comply with all the regulation of RPAS under DGCA
- Deploy requisite pilots and support manpower for operations of drones for complete project period.
- The successful bidder shall be responsible to comply to all applicable laws, byelaws, rules, regulations, orders, directions, and notifications etc. as per Law of the land and of Government / court / tribunals.
- Will comply with all the regulation of RPAS under DGCA
- Bidder/Service provider shall be responsible during entire event period to take care of any loss or injury due to accident caused by any equipment installed by the successful bidder, including Drones/Cars and shall be solely responsible for paying all kinds of compensation and damages due to loss of life or property and would be responsible for any civil or criminal case arising there from.

#### 4.3 Payment Schedule:

S. No.	Scope of Work	Key Activities	Deliverables	Timelines	Payment
			(Reports/ Docs)	(In Months)	
1	Set up and Operation services of Drone related Activities during the event	Activities as mentioned in 4.1 and 4.2 of RFP	Verification of work from DoIT&C/ Designated officer	Timelines shall be as mentioned in RFP/ work order	2. 100/% after Completion of activities 3. In case after the award of the contract and/or during the running event, the duration of the event is extended, the payment for extended period will be made proportionately as per work order rate.

#### 4.4 Roles & Responsibilities of Stakeholders

##### i. Responsibilities of DoIT&C:

- Provide access to the DoIT&C/ RISL/BTH/ Event venue premises to the team of the selected bidders as per requirement.
- Satisfactory work completion certificate/ letter of the deliverables submitted by the selected bidder, after successful completion of the work.
- Conduct review meetings with the selected bidder to monitor the progress of the creation of customized content, delivery of product/ equipment, maintenance of the product/ equipment, etc.
- DoIT&C/ RISL shall provide electricity points, space for setup installation and necessary approvals (if any).

##### ii. Responsibilities of Implementing Agency/ Selected Bidder:As per the scope of work defined in the RFP.

## 5. INSTRUCTION TO BIDDERS (ITB)

**1) Downloading of Bidding/ Tender Documents:** The downloading of bidding documents shall be commenced from the date of publication of NIB and shall be stopped one day before the date of opening of the Bid. The complete bidding document shall also be placed on the SPPP 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.

**2) DELETED.**

### **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 initiative or because of a request for clarification by a bidder, modify the bidding documents by issuing an addendum by the provisions below.
- b) In case, any modification is made to the bidding document, or any clarification is issued that 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 to allow the bidders sufficient time to consider the clarification or modification 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 original period 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 a 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. A bidder may refuse the request and such refusal shall be treated as a 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 the e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of the authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
- c) A Single Stage – Two-part/ cover system shall be followed for the Bid: -
  - i. Technical Bid, including fee details, eligibility & technical documents
  - ii. Financial Bid
  - iii. 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)
<b>Eligibility Documents</b>		
4.	Bidder's Authorisation Certificate	As per Annexure-3 (PDF)



5.	Certification of Confirmation/ No Deviation	As per Annexure-10 (PDF)
6.	Self Declaration	As per Annexure-4 (PDF)
7.	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)
8.	BoM + Technical specifications compliance sheet for all items on Bidder's letterhead.	Annexure-1 and Annexure-2

d) Financial bid shall include the following documents:

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On the bidder's letterhead duly signed by the authorized signatory as per Annexure-6 (PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available on the e-Procurement portal

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

#### 6) Cost & Language of Bidding

- 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.
- 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 the 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. Also, the bidder shall not quote for multiple makes/ models/ brands but only one in the technical bid. Bidder, if any, quoting multiple brands/ make/ models in his bid, such bid may be liable for rejection.

**8) Bid Security:** Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies, and Cooperative Societies that are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- 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.
- The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in the specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- 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.
- Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of the proposed issuer of a bid security or a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- The bank guarantee presented as bid security shall be got confirmed by 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 has become insolvent or has otherwise ceased to be creditworthy.

- h) The bid security of unsuccessful bidders shall be refunded soon after the final acceptance of the successful bid and signing of the Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - i. when the bidder withdraws or modifies its bid after the opening of bids;
  - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - iv. when the bidder does not deposit the performance security within the specified period after the supply/ work order is placed; and
  - v. if the bidder breaches any provision of the code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder within a reasonable time before the bid security deposit is forfeited.
- k) No interest shall be payable on the bid security.
- l) In the case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
  - i. the expiry of the validity of bid security;
  - ii. the execution of the agreement for procurement and performance security is furnished by the successful bidder;
  - iii. the cancellation of the procurement process; or
  - iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

- a) Bids shall be received online at the 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 documents are required to be substantially modified as a result of discussions in pre-bid meetings/conferences 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 the issue of the corrigendum, a reasonable time is available to the bidders for the 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 the 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 the 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 in the e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processed further.

#### **11) Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons to 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 the 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 the Bid opening committee with the 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 preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - ii. bid is valid for the period, specified in the bidding document;
  - iii. a bid is unconditional, and the bidder has agreed to give the required performance security; and
  - iv. other conditions, as specified in the bidding document are fulfilled.
  - v. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids did not accompany the proof of payment or instrument of the required price of the 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 Bidder must quote the rate for all the items mentioned in the financial bid.
- b) Selection method shall be Least Cost Based Selection (LCBS). Lowest evaluated technically and financially responsive bidder (based on total cumulative value) will be selected as 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 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 about 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) 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 based on the 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 the 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 if 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 an audited statement of accounts/ CA Certificate, Registration Certificate, GSTIN certificate, ISO/ CMMi Certificates, etc. within a reasonable period. 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 based on the information or documentation received from the bidder under (b) above.

**c) Technical Evaluation Criteria**

Bids shall be evaluated based on the documents\* submitted as a part of the technical bid. The technical committee may ask for a presentation from the bidder on the Relevant Project experiences, understanding of the scope of the RFP, Approach & Methodology of the project, etc. as a part of technical evaluation.

\*Technical bid shall contain all the documents as asked in the clause "Format and Signing of Bids"

**d) Tabulation of Technical Bids**

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date, and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;

- d) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per the law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- e) the offers shall be evaluated and marked L1, L2, L3, etc. L1 being the lowest offer and then others in ascending order.
- f) the bid evaluation committee shall prepare a comparative statement in tabular form by rules along with its report on the evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity if the price is the only criterion or most advantageous Bid in other cases;
- g) The members of the bids evaluation committee shall give their recommendations below the table regarding the lowest Bid or most advantageous Bid and sign it.
- h) it shall be ensured that the offer recommended for sanction is justifiably looking to the prevailing market rates of the goods, works, or services required to be procured.
- i) **Based on the requirement of items, the purchaser will issue Work Order to the selected bidder.**

**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 clauses (a) and (b) above.

**17) Price/ purchase preference in the 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) Negotiations**

- a) Except in the case of procurement by the 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 the option to consider the original offer in case the bidder decides to the increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from the lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counteroffer 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.

#### **19) Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
- a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - e. the bidder, submitting the Bid, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - f. 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: -
- a. communicated to the concerned bidder in writing;
  - b. published on the State Public Procurement Portal, if applicable.

#### **20) Lack of competition**

- a) A situation may arise where, if after the evaluation of Bids, the bid evaluation committee may end up with one responsive Bid only in such a situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry-friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst bidders; and
  - e. the bidder 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 the bid evaluation committee, the next higher authority in the 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, the market assessment shall be carried out for estimation of market depth, eligibility criteria, and cost estimate.

#### **21) Acceptance of the successful Bid and award of the contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of the Bid, if any, financial implications, trials, sample testing, 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 the original validity period of Bids and the 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 the decision, the matter shall be referred to the next higher authority in the delegation of financial powers for decision.

- c) Before the award of the contract, the procuring entity shall ensure that the price of the successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily based on qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of a formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) for the Contract may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

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

**23) 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 the award of the contract, without thereby incurring any liability to the bidders.

**24) Right to vary quantity**

- a) At the time of award of the contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) 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 a change in circumstances, the bidder shall not be entitled to any claim or compensation.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - i. 50% of the quantity of the individual items and 50% of the value of the original contract in case of works; and
  - ii. 50% of the value of goods or services of the original contract.

**25) Performance Security**

- a) Prior to the execution of the agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, and co-operative societies which

are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be 2.5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In the case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount quantity ordered for the supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
  - i. Bank Draft or Banker's Cheque of a scheduled bank;
  - ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - iii. Bank guarantee/s of a scheduled bank. It shall be got verified by the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in the bidding document for bid security;
  - iv. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of the bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without the requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - i. When any terms and condition of the contract is breached.
  - ii. When the bidder fails to make complete supply satisfactorily.
  - iii. if the bidder breaches any provision of the code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder within a reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

**26) Additional Performance Security (Rule 75A):** 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 an unbalanced bid. The Additional Performance Security shall be equal to fifty percent of the Unbalanced Bid Amount. The Additional Performance Security shall be deposited in a lump sum by the successful bidder before execution of the Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities, or Bank Guarantee.

**Explanation:** For this rule,-

- i. Unbalanced Bid means any bid below more than fifteen percent of the Estimated Bid Value.
- ii. Estimated Bid Value means the value of the subject matter of procurement mentioned in bidding documents by the Procuring Entity.
- iii. Unbalanced Bid Amount means the positive difference of eighty-five percent of the Estimated Bid Value minus the Bid Amount Quoted by the bidder.



The Additional Performance Security shall be refunded to the contractor after the satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within the stipulated period by the contractor.

**27) 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 dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within a 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 the lowest or most advantageous bidder to the next lowest or most advantageous bidder.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.

**28) Work Order issued to bidders under the contract**

- a) As per the event's date and location, from time to time, the Purchaser shall issue a work order to the successful bidder for setting up of various products as mentioned in the Contract, however, the contract does not guarantee the bidder to receive any minimum / committed number of work order from DoIT&C /RISL
- b) The work order shall specify the list of items/Products to be set up in the event along with location details

**29) Confidentiality**

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - i. impede enforcement of any law;
  - ii. affect the security or strategic interests of India;
  - iii. affect the intellectual property rights or legitimate commercial interests of bidders;
  - iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such a manner as to avoid their disclosure to competing bidders or to any other person not authorized 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 a condition for protecting the confidentiality of such information.

**30) Cancellation of the 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 by (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after deciding to cancel the procurement and shall return such unopened bids or proposals.

- d) The decision of the procuring entity to cancel the procurement and the reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - ii. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

### 31) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -
  - a. Prohibiting
    - 1. 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;
    - 2. any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation;
    - 3. any collusion, bid rigging, or anti-competitive behaviour to impair the transparency, fairness, and progress of the procurement process;
    - 4. 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;
    - 5. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
    - 6. 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;
    - 7. 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 below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
  - 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.

### 32) Conflict of Interest: 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 bidder/authorized partner, 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 Eligibility Criteria documents, 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 Lead for the contract.

**33) Interference with the Procurement Process:** A bidder, who: -

- a) withdraws from the procurement process after the opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into a 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 percent of the assessed value of procurement, whichever is less.

**34) Appeals**

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action, or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of <10> days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of the financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:  
First Appellate Authority: Principal Secretary, IT&C, GoR  
Second Appellate Authority: Secretary (Budget), Finance Department, GoR
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-9 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, an affidavit verifying the facts stated in the appeal and proof of payment of the fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:

- a. Fee for the first appeal shall be rupees two thousand five hundred and for the second appeal shall be rupees ten thousand, which shall be non-refundable.
- b. The fee shall be paid in the form of a bank demand draft or banker's cheque of a Scheduled Bank payable in the name of the Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of the appeal, affidavit, and documents, if any, to the respondents and fix the 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 a copy of the order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, impede the enforcement of the 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.

**35) Stay of procurement proceedings:** While hearing an appeal, the officer or authority hearing the appeal may, on an application made on 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.

**36) Vexatious Appeals & Complaints:** Whoever intentionally files any vexatious, frivolous, or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", to delay or defeat any procurement or cause loss to any procuring entity or any other bidder, shall be punished with a fine which may extend to twenty lakh rupees or five percent of the value of procurement, whichever is less.

**37) Offenses by Firms/ Companies**

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person 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 another officer of the company, such director, manager, secretary or another officer shall also be deemed to be guilty of having committed a such offence and shall be liable to be proceeded against and punished accordingly.
- c) For 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 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.

### **38) 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 athreat to public health as part of the 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 the “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 the such bidder has been given a reasonable opportunity of being heard.

### **39) 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 the quantity of goods and service delivery is in proportion to the total delivery period given if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or an 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 a delay in the delivery of goods and services 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 forthwith 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 acknowledgment or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purposes of the contract.

- 40) 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:** To clarity, the following words and expressions shall have the meanings hereby assigned to them:

- a) "Contract" means the Agreement entered 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 therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods and Content 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 products, commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services related to incidental to the supply of the goods, such as AMC, insurance, installation, transportation, loading and unloading and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

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

### **2) Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

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

### 3) Language

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

### 4) Joint Venture, Consortium or Association: Joint Venture, Consortium or Association are not allowed for this RFP.

### 5) Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as AMC, insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods/ systems being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by many users in India/ abroad. All products/ systems quoted by the successful/ selected bidder must be associated with specific make and model (if any), item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against therespective item.
- c) Bidder must quote products in accordance with above clause "Eligible goods and related services".

### 6) Notices

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

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

### 8) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.



## 9) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of services shall be in accordance with the delivery and completion schedule specified in the bidding document. Bidder (s) shall be asked to supply the items and related services across the State of Rajasthan. The details of supply/ shipping and exact locations where the items need to be supplied shall be specified in the Work Order.
- b) The contract for the supply/ services 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/district. The successful/ selected bidder shall provide all assistance including transportation cost, in shifting of the equipment without any financial impact on DoIT&C/ RISL.

**10) Supplier's/ Selected Bidder's Responsibilities:** The Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract for execution of Work Order.

## 11) Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Selected Bidder, make its best effort to assist the 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 Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

## 13) Recoveries from Supplier/ Selected Bidder

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

## 14) Taxes & Duties

- a) The income tax, TDS, GST, etc., shall be paid / deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Revision in GST shall be on account of the procuring entity if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison/finalization of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.

- e) 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 Supplier/ 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 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 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 Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the 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 user department or DoIT&C/ RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

**17) Sub-contracting:** Sub-Contracting or sub-letting of the contract or any substantial part thereof to any other agency is not allowed under this RFP

**18) Insurance**

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

**19) Transportation**

- a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @ 5% of the freight will be recovered from the selected bidder's bill/ invoice.
- c) The selected bidder shall properly secure and cover all goods being transported from any weather, road, or other hazardous conditions during contract.

#### **20) Packing and Documents**

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

#### **21) Inspection**

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

#### **22) Specifications and Standards**

- a) All articles/ services supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
  - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

**23) Testing Charges:** Testing charges (if any) shall be borne by the Government. In case, test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

#### **24) Rejection**

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

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

**25) Extension in Delivery Period and Liquidated Damages (LD)**

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the DoIT&C/ RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the DoIT&C/ RISL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
  - vi. If DoIT&C/ RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.



- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

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

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

**26) Authenticity of Equipment:** 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.

**27) Patent Indemnity**

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

registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

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

**29) Change in Laws & Regulations:** Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ 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 selected bidder 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 where applicable.

### **30) Force Majeure**

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

### **31) Change Orders and Contract Amendments**

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. the method of shipment or packing;
  - iii. the place of delivery; and
  - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion



Schedule, or both, and the Contract shall accordingly 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.

### **32) Termination**

#### **a) Termination for Default**

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

#### **b) Termination for Insolvency**

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

#### **c) Termination for Convenience**

- i. DoIT&C 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 delivery within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

### **33) 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 3 months period from the date of expiry or termination of the agreement, if required by DoIT&C/ 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. DoIT&C/ 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 DoIT&C/ 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 DoIT&C/ 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 DoIT&C/ RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of DoIT&C/ RISL. Supplied hardware, software & documents etc., used by selected bidder for DoIT&C/ RISL shall be the legal properties of DoIT&C/ RISL.
- c) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow DoIT&C/ 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 DoIT&C/ 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. DoIT&C/ 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

DoIT&C/ 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 DoIT&C/ 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 DoIT&C/ RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by DoIT&C/ 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 DoIT&C/ RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to DoIT&C/ RISL or its nominated agencies, or its replacement operator (as the case may be).
  - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favor of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by DoIT&C/ 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 DoIT&C/ 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 DoIT&C/ 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 DoIT&C/ 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 DoIT&C/ 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.
- h) Training, handholding and knowledge transfer
- i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of DoIT&C/ RISL / Line Departments (if any) in the last 3 months of the project duration.
  - ii. The selected bidder shall hold operational hand-holding sessions on the developed mobile applications with the designated officers/ staff members, so that DoIT&C/ RISL / line departments (if any) can continue with the applications even after selected bidder exits the project.

#### **34) Settlement of Disputes**

- b) 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.
- c) 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.
- d) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Purchasing Authority 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/ event who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the DoIT&C'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 DoIT&C.
- e) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.



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

### **1) Payment Terms and Schedule:**

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as mentioned in Chapter 4, clause(4.3), Project Activity, Deliverables, timelines and Payment Terms:
- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made to the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, subject to successful execution of work to the satisfaction of RISL/ DoIT&C
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
- j) In case of Site not ready, the payment to the supplier shall be released for actual number of items installed and commissioned under respective lot. The payment for rest of the items which are not installed and commissioned by the supplier shall be released only after their installation and commissioning at the respective site.
- k) Advance Payment will not be made.
- l) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.

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

- a) Service Level Requirements:
  - i. Service levels plays an important role in defining the Quality of Service (QoS). The prime objective of service level is to ensure high quality of services from selected bidder, in an efficient manner to the identified users in this procurement.
  - ii. The service levels shall be tracked on periodic basis and have penalty clauses on non-adherence to any of them. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
  - iii. Penalty would be deducted from the applicable payments. The penalty provisions shall be as under:

#### **a) Penalty on Operational Services during event:-**

The selected bidder shall ensure that all the equipment's/ product and related accessories should be in working/ operational condition during the event without any fail. However, if there is any break down or malfunctioning of equipment and related accessories happened then it should be attended immediately. The maximum downtime of the product/ equipment and related accessories including response time and resolution period can be up to 1 hours during the day of event (Considering the number of hours of event per day is 10) , failing which penalties will be levied as mentioned in the table below, excluding instances beyond the control of the selected bidder:-

Measurement Parameters	Service Level	Penalty
Time taken for resolving	Within 1 hour of lodging of complaint/ non-functioning of equipment and	No Penalty

complaint	related accessories	
Time taken for resolving complaint	> 1 hours of lodging the complaint < 2 hours of lodging of complaint/ non-functioning of equipment's and related accessories	5 % of cost quoted for respective Activity
Time taken for resolving issue	> 2 hours of lodging the complaint < 4 hours of lodging of complaint/ non-functioning of equipment's and related accessories	10 % of cost quoted for respective Activity
Time taken for resolving issue	> 4 hours of lodging the complaint < 6 hours of lodging of complaint/ non-functioning of equipment's and related accessories	25% of cost quoted for respective Activity.
Time taken for resolving issue	> 6 hours of lodging of complaint/ non-functioning of equipment's and related accessories	No Payment shall be given for that particular day for respective Activity.
<i>*Time shall be calculated from the call logged or from mail / written communication from OIC / authorized personnel to Bidder's team</i>		

### 3) OTHER TERMS AND CONDITIONS:-

- The DoIT&C will not be responsible for any dispute that arises between bidder's team deployed for the project and the bidder due to non/under payment, service conditions, etc. In case the RISL/ DoIT&C/ designated department is made a party in any such court case the bidder will bear any/all losses/ expenses on account of such cases.
- It will be responsibility of bidder to verify past record of each and every team member of the deployed team. It will be binding on bidder not to appoint/hire any team member with criminal background or those found guilty of indulging in anti-social and anti-national activities.
- The selected bidder shall be liable for all pays/salaries to the deployed team, and shall also be responsible for complying with all the statutory liabilities, including payments/contributions towards all statutory dues connected to and/or related to the employment of the team members sent to DoIT&C
- Working Hours/Days: The proposed services shall be manned for a period of 10-12 hours each day as per the requirement throughout the event or as decided by the Office of Tendering Authority.



**ANNEXURE-1: Bill of Material**

S.No.	Item Name	QTY
Products / Equipment's along with necessary support services as defined in clause 4.1 and 4.2 of chapter 4 of RFP		
1	Drone Fight/Wars (in closed net) (Two Sets) with 4-5 drones during Event Timings for three days (19th ,20th,21st Mar.2023)	1
2	RC Car Track Racing , during Event Timings for three days (19th ,20th,21st Mar.2023)	1
3	Drone live Demo (Fire fighting(1)/ Agriculture(2) / service delivery(1)) during Event Timings for three days (19th ,20th ,21st Mar.2023)	1



**ANNEXURE-2: Technical and Functional Requirement Specification**


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


**The below compliance is required to be submit on the Bidder's letter-head:**

"We hereby, confirm that below quoted model fully complies with the minimum specifications mentioned in the Final RFP document including subsequent corrigendum (if any).

Note: Any alteration/ deviation/ removal from the given minimum specification requirements may lead to rejection of our bid."

I. No.	Particulars	Technical Specifications	Compliance (Y/N)
Products / Equipment's along with necessary support services as defined in clause 4.1 and 4.2 of chapter 4 of RFP			
1	<p><b>Set-up and Operations of Drone Fight/WAR show</b></p> <p><b>Sample Picture:</b></p>	<p><b>Time Duration:</b> During Event Timing</p> 	
2	<p><b>Set-up and Operations RC Car Track Racing</b></p> <p><b>Sample Picture(s):</b></p>	<p><b>Time Duration:</b> During Event Timing</p> 	

I. No.	Particulars	Technical Specifications	Compliance (Y/N)
Products / Equipment's along with necessary support services as defined in clause 4.1 and 4.2 of chapter 4 of RFP			
			

3	Drone live Demo (Fire fighting/ Agriculture / service delivery)	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>Time Duration:</b> During Event Timing         </div>	Compliance (Y/N)
	Sample Picture(s):		

**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 NIBreference No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-4: SELFDECLARATION {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 have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter 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: 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 as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

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

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

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

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

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

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

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

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 filled online on the eProc portal)

**Table A:** Financial Bid for Contract for Set-up and Operation of Products/ Equipment for the Events including Installation and Uninstallation.

I. No.	Item/Products	Unit (Three day event)	Unit Rate (without tax)	GST (%)	GST (Rs)	Rate including GST (in Rs.)
1	2	3	4	5	6	7=4+6
1	Drone Fight/Wars (in closed net) (Two Sets) with 4-5 drones during Event Timings for three days (19th ,20th,21st Mar.2023)	1				
2	RC Car Track Racing , during Event Timings for three days (19th ,20th,21st Mar.2023)	1				
3	Drone live Demo (Fire fighting(1)/ Agriculture(2) / service delivery(1)) during Event Timings for three days (19th ,20th ,21st Mar.2023)	1				
	Total					

**Note: -**

1. Bidders are required to quote for all the items mentioned in financial bid. In case a bidder does not quote for any of the item, the bid shall be summarily rejected.
2. If the procuring entity does procure any subject matter of procurement or procure 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.
3. **Selection Method:** Selection method shall be Least Cost Based Selection (LCBS). Lowest evaluated technically and financially responsive bidder (based on total cumulative value) will be selected as L1.

**ANNEXURE-6: BANK GUARANTEEFORMAT{to be submitted by the bidder's bank}**

**BANK GUARANTEE FORMAT – BID SECURITY**

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

The Commissioner& JS,  
Department of Information Technology & Communications (DoIT&C),  
IT Building, YojanaBhawan Campus, 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 DoIT&C, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "DoIT&C") 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 DoIT&C 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 DoIT&C of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the DoIT&C 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 DoIT&C on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said biddingdocuments and the decision of the DoIT&C 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 DoIT&C 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 DoIT&C and it is further declared that it shall not be necessary for the DoIT&C 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 DoIT&C 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 DoIT&C 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 favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee 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 DoIT&C
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 the bidder's 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 Commissioner & JS,  
Department of Information Technology & Communications (DoIT&C),  
IT Building, Yojana Bhawan Campus, Tilak Marg,  
C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the Department of IT&C, Govt. of Rajasthan (hereinafter called "DoIT&C") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Work Order No.....dated .....made between the DoIT&C and .....(Contractor) for the work ..... of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said work order, 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 DoIT&C 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 DoIT&C. Any such demand made on the bank by the DoIT&C 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 DoIT&C and We..... (Indicate the name of Bank), bound ourselves with all directions given by DoIT&C 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 DoIT&C 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 DoIT&C under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DoIT&C 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 DoIT&C that the DoIT&C 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 work order or to extend the 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 DoIT&C against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order 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 DoIT&C or any indulgence by the DoIT&C 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..... (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 DoIT&C in writing.



8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the DoIT&C. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the DoIT&C 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 DoIT&C may have obtained or obtain from the contractor.
10. We..... (indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by an 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 DoIT&C  
For and on behalf of the DoIT&C

Signature

(Name & Designation)

**ANNEXURE-7: DRAFT AGREEMENT FORMAT (to be mutually signed by the selected bidder and procuring entity)**

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Department of Information Technology & Communications, Govt. of Rajasthan, having its head office at IT Building Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (hereinafter referred to as Purchaser/ DoIT&C) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

The 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 NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of the supplier and has placed the Work Order vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which M/s \_\_\_\_\_ has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by DoIT&C along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by DoIT&C to the supplier at the rates set forth in work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by the supplier.
3. The DoIT&C do hereby agree that if the supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DoIT&C will pay or cause to be paid to the supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

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

a) Delay up to one-fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one-fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in the reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10% of the Work order
  - iii. If the supplier requires an extension of time in completion of contractual supply on account of the occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on the occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
  7. "This agreement is being executed on behalf of M/s (Concerned Department)....., to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold nor holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of M/s (Concerned Department) ..... along with invoices of supplied items, although payment will be made by DoIT&C on behalf of said department/company."

In witness whereof, the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2023

Signed By:	Signed By:
Designation:	(Authorized Signatory)
Company:	Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
Designation:	Designation:
Company:	Department of IT&C, Govt. of Rajasthan
Designation:	Designation:
Company:	Department of IT&C, Govt. of Rajasthan

**ANNEXURE-8:FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE**

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within the country:	Project Duration:
Name of Customer:	
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 the Project:	
List of Services provided by your firm/company	

Please attach a copy of the work order/completion certificate/purchase order/ letter from the customer for each project reference

**ANNEXURE-9: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....  
Before the ..... (First/ Second Appellate Authority)

1. Particulars of the 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 name and designation of the officer/ authority who passed the order (enclose copy), or statement of a decision, action, or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit):<please specify>
7. Prayer:<please specify>

Place .....

Date .....

Appellant's Signature



**ANNEXURE-10: 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 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-11: UNDERTAKING ON AUTHENTICITY OF EQUIPMENT**  
**{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.

In case, we are found not complying with the 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: