

RFP for Repair Works of Disaster Recovery (DR) Site, Jodhpur

F11(77)/DoIT&C/Prj/2022/00231/2023

Dated: 09-01-2023

Mode of Bid Submission	Online through eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Technical Director, DoIT&C, Ground Floor, IT Building, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur (Rajasthan)
Last Date & Time of Submission of Bid	23.01.2023 at 11:00 AM
Date & Time of Opening of Technical Bid/Financial bid	23.01.2023 at 12:00 PM

Bidding Document Fee: Rs. 1000 (Rupees One Thousand only)

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

Department of Information Technology & Communications (DoIT&C)

Ground Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur
(Rajasthan) Phone: 0141-2224855 Fax: 0141-2222011

Web: <http://DoIT&C.rajasthan.gov.in>, Email: amit.kakkar@rajasthan.gov.in

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Reference No.: F11(77)/DoIT&C/Prj/2022/00231/2023

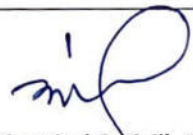
Date: 9-1-2023

UBN No.: ITC2223WS0800095

NOTICE INVITING BID (NIB)

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Commissioner, DoIT&C, GoR Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Amit Kakkar Designation: Technical Director (Civil & Electrical), IT&C Address: First Floor, Jeevan Nidhi Building, Ambedkar Circle, Bhawani Singh Road, Jyoti Nagar, Jaipur (Rajasthan) Email: amit.kakkar@rajasthan.gov.in
Subject Matter of Procurement	RFP for Repair Works of Disaster Recovery (DR) Site, Jodhpur.
Bid Procedure	Single stage: Two part (envelop) Open competitive eBid procedure at https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Technically responsive Lowest evaluated bidder shall be awarded the contract.
Websites for downloading Bidding Document, Corrigendum's, Addendum etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in; http://risl.rajasthan.gov.in; http://doitc.rajasthan.gov.in; http://eproc.rajasthan.gov.in; Bidding document fee: Rs 1000 (Rupees One Thousand only) in Demand Draft in favor of "Commissioner, DoIT&C" payable at Jaipur". RISL Processing fee: Rs 1,000 (Rupees One Thousands only) in in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 36 Lakh /- approx. (Rupees Thirty Six Lakh Only)
Bid Security and Mode of Payment	Amount (INR): Rs. 72,000 /- (Rupees Seventy Two Thousand Only) Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank favor of "Commissioner, DoIT&C" payable at Jaipur".
Period of Execution of Work	3 Months
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date: 11.01.2023 from 05.00 PM onward End Date: 23.01.2023 upto 11:00 AM
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online e-Procurement Website (https://eproc.rajasthan.gov.in) Start Date: 11.01.2023 from 05.00 PM onward End Date: 23.01.2023 upto 11:00 AM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> 23.01.2023 up to 10:00 AM Place: Room no. 7, Ground Floor, DoIT&C, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date/Time: 16.01.2023 at 11:00 AM Place: Conference room DoIT&C, Ground Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 23.01.2023 up to 12:00 PM Place: Ground Floor, IT Building, Yojana Bhawan, C-Block, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Bid Financial Opening	Will be intimated later to the Technically qualified bidders.
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorized signatory) shall submit their offer on-line in Electronic form at both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bid document fee, Bid Security should be drawn in favour of "Commissioner, DoIT&C" payable at Jaipur and RISL Processing Fee should be drawn in favour of "Managing Director", RajCOMP Into Services Ltd." payable at Jaipur from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-t000 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 OSC. 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) DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bid document/ bidding process unless and until a form at contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bid document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of inconsistency in any of the provisions of this bid document with the RTPP Act 2012 and Rules thereto, the later shall prevail. 	


 TD(Electrical & Civil), IT&C

2. PROJECT PROFILE

DoIT&C invite bids through competitive bidding to select bidder/Contractor to Repair, maintenance and MEP works at DR (Disaster recovery center) Jodhpur. The DR building consist ground, first and second floor. Repair and maintenance work includes plaster work, water proofing, dismantling of broken tiles and fixing new tiles, removing old oil distemper painting and new oil distemper painting, dismantling of old stone and fixing granite stone at stairs, glass partition work and MEP works includes installation of inline fan in toilets and kitchen, installation of TFA unit in NOC area, installation of external pole lighting and installation of light at stairs.

3. QUALIFICATION/ ELIGIBILITY CRITERIA

The supporting documents submitted as evidence to fulfill the eligibility criteria will be evaluated by the Tendering Authority. During the bid evaluation stage, the Tendering Authority may request for clarification (if required).

1) Pre-Qualification Criteria

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p>	<p>- Copy of valid Registration Certificates.</p> <p>- In case of company, copy of Certificates of incorporation.</p> <p>- In case of Contractual firm copy of registration certificate with any State Govt./Central Govt. Works Department</p>

2	Financial: Turnover	<p>The bidder should have average annual financial turnover of Rs. 72 lakh for last three financial year i.e. 2019-2020, 2020-2021, 2021-2022.</p> <p>Copies of balance sheets of last three Financial years duly certified by a Chartered Accountant shall be submitted in support of the requisite financial Turnover.</p>	CA Certificate with CA's Registration Number/ Seal
3	Technical Experience	<p>The bidder should have executed works comprising of interior/civil/electrical/Air conditioning and ventilation works (Any 2 out of 4) nearly matching with BOQ in</p> <p>One single order of 29 lakh. OR Two order of similar nature of Rs. 21.50 lakh. OR Three order of similar nature of Rs. 14.50 lakh.</p> <p>In any of last five financial years. (From 2017-18 to 2021-22) Completion / appreciation letters to be submitted along with the bid.</p>	Work Order + Work Completion Certificates from the client + Annexure-8 for every project details;
4	Finance: Net worth	The net worth of the Bidder, as on 31 st March 2022, should be Positive.	CA Certificate with CA's Registration Number/ Seal

5	Tax Registration and Clearance	The bidder should have a registered number of i. GST registration certificate from GSTN, where his business is located ii. Income Tax / PAN number	Copies of GST & PAN Card
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 any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement	CA Certified letter : Self-Declaration as per Annexure-5

4. SCOPE OF WORK

1) Details of work (SoW)

The scope of work is related to Repair, maintenance and MEP works at DR jodhpur as per details given in Bill of Quantity complying with standard specifications.

S. No.	Description of work: Repair , maintenance and MEP Works at Disaster Recovery (DR) Site, Jodhpur
a.	Repair and maintenance work of DR(Disaster recovery) Building jodhpur includes repair of plaster, water proofing in terrace floor , dismantling of broken tiles and fixing new tiles in floor area and terrace floor, removing old oil distemper painting and new distemper painting, dismantling of old stone and fixing granite stone, glass partition work and MEP works includes installation of inline fan in ground and second floor toilets with second floor kitchen , TFA unit to be install in NOC rooms , installation of external pole lighting in outer periphery and installation of light at stairs.
b.	The Repair and maintenance work is to be executed from ground floor to second floor of Disaster recovery(DR) center Jodhpur. The MEP work to be executed in ground and second floor toilet inline fan installation with installation of external pole light in outer area. The contractor has to quote accordingly to repair and maintenance with MEP works.
c.	The bidder should quote with cost of material, Labour Tools & Plants and cost of water for suitable Construction and Electricity required with all leads and lifts involved.
d.	All constructions should be as per IS codes for strength and specifications of material.
e.	The bidder should see the site before quoting and understand the amount of work to be executed within a period of 3 months of placement of order.
f.	The bidder should see the conceptual drawing enclosed or in the office of DOIT&C , before Quoting.
g.	The bidder should quote for all necessary deductions of GST and other statutory deductions to be made.
h.	The defect liability period is 3 years . All defects should to be covered for 3 – year, for next 3 year repairs and maintenance will be in the scope of the contractor for the items executed.

The Selected / Successful Bidder need to submit all working drawings and documents related to project.

- **Note:** The Selected / Successful Bidder need to submit all working drawings and documents related to project as per the items mentioned in BOQ. After completion of work the bidder has to submit the as built drawings. The bidder has to coordinate with the existing MEP and Civil contractor to make the working drawings of interiors. For this no extra payment will be made to bidder.

Project Kick-off Meeting

- Preparation and submission of Comprehensive Project implementation Plans and Schedules.
- Preparation and submission of Manpower Deployment plan and schedule with list of staff to bedeployed during different parts/stages of the project.
- Preparation and submission of schedules of Supply and Installation of the Items.
- Plan for Integration and Testing of various services.
- Responsibilities of the supplier and Tendering Authority.
- Submission of PERT and CPM Charts as per the completion period of 3 months.

5. DELIVERABLES & TIMELINES

S. No.	Phase	Deliverable	Payment
1.	As per Progress at site	Measurement of the work done duly sealed and signed by Engineer Incharge	Payment will be released on the basis of actual work done with statutory deductions. Payment will be made on monthly basis.

1. TERMS & CONDITIONS

2. The Proposal should be submitted in a sealed envelope in hard copy along with bid on E proc .
3. **Selection Method:** The prices offered by the bidder for various items will be evaluated on composite basis i.e., price of all offered items shall be added together and the Purchase Committee is having the power to negotiate if committee finds rates on higher side.
4. **Liquidated Damages (LD)**
 - a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of work has failed to provide:-
 - (1) delay up to one fourth period of the prescribed delivery period: 2.5%
 - (2) delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - (3) delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - (4) delay exceeding three fourth of the prescribed period: 10%
 - b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - c) The maximum amount of liquidated damages shall be 10%. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - d) Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the bidder.

2. INSTRUCTION TO BIDDERS (ITB)

1) **Sale of Bidding/ Tender Documents**

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

2) Changes in the Bidding Document

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

3) Period of Validity of Bids

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

4) Format and Signing of Bids

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

S. No.	Documents Type	Document Format
FEE DETAILS		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	DOIT&C Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
ELIGIBILITY DOCUMENTS		
4.	Technical Bid Cover Letter	As per Annexure-6 (PDF)
5.	Tender Form	As per Annexure-12 (PDF)
6.	Self-Declaration	As per Annexure-4 (PDF)
7.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-5 (PDF)
8.	A LISTS OF MAKES TO BE OFFERED BY BIDDER	As per Annexure-3 (PDF)
9.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)

b) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-7(PDF)
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

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

5) 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 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.

6) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

7) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's Cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.

- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

8) Deadline for the submission of Bids

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

9) Withdrawal, Substitution, and Modification of Bids

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

10) 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 authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and

time of opening of the Bids.

- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e- Procurement website (only for the bidders who have submitted the prescribed fee(s) to DOIT&C).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

11) Selection Method

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

12) Clarification of Bids

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

13) Verification of Eligibility Documents by DoIT&C

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

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the

bidding document.

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

b) Non-material Non-conformities in Bids

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

c) Technical Evaluation Criteria

Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and signing of Bids”.

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the

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

15) Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring

entity shall take following actions for evaluation of financial Bids:-

- a) For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

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

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

- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Registration with Commercial Tax Department in Rajasthan, Should consider the GST

The bidder should have a registered member of

- a. GST Registration certificate, where his business is located.
- b. PAN Number

18) Price/ purchase preference in evaluation

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

19) Negotiations

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

20) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, 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 any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. 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.

21) Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
 - b. the price quoted by the bidder 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 bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

22) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

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

23) Information and publication of award

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

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

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

25) Right to vary quantity and Repeat Orders

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - 1) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - 2) 50% of the value of goods or services of the original contract.

The quantities mentioned in the Bid are indicative/ approx. and shall only be used for the purpose of

financial bid evaluation and the Payments shall be made as per actual quantities supplied, installed and commissioned as per scope of work. However, Lump sum and Job cost shall be paid as per quote provided by bidder.

- c) The items of which quantities are not mentioned (Rate Only), the quantity of such items may be procured as per requirement of the project.

26) Rate Analysis for Items Not Given in BoQ, But May Require at Site

- i. Some of the items may be require at site as per technical requirement, which are not available in BoQ as items and quantity.
- ii. Items which are available in Rajasthan Basic Schedule of Rates (BSR) will be paid on the basis of rates available in BSR + tender premium quoted by the bidder for respective Civil, Electrical, HVAC, Fire, Plumbing
 - a. The following process will be adopted for non-BSR Items:-
 - b. The basic rate giving in the companies/OEM price list of material.
 - c. Prevailing discount in the market.
 - d. Addition of GST (Whichever is applicable) on basic rates.
 - e. Transportation Cost.
 - f. Installation cost, Service Tax on installation cost.
 - g. Implementation cost on procurement & installation cost.
 - h. 10 % of Contractor Profit.

27) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security of 3% will be taken at the time of signing of agreement .
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of HeadPost Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document forbid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on

demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- d) Performance security furnished in the form specified in clause [a.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

28) Execution of agreement

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

29) Confidentiality

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

- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

30) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
- at any time prior to the acceptance of the successful Bid; or
 - after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
- 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;
 - 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: -
- Prohibiting
 - 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;
 - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - 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;
 - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

- vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
- c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions 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 a bidder, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in 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 Manager for the contract.

33) Interference with Procurement Process

A bidder, who: -

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

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

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 groundson 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 financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that 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, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall 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-10 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker’s Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:

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

35) Stay of procurement proceedings

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

36) Vexatious Appeals & Complaints

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

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 who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-

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

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

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 quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

3. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder 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)Eligible Goods and Related Services

- a) For purposes of this Clause, the term “goods” includes commodities related to construction of civil and electrical works, raw material, machinery, equipment, and industrial plants; and

“related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

- b) All products executed by the successful/ selected bidder must be associated with specific make and specification as mentioned in the bid.
- c) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

5) Service of Notices Documents & Orders

- 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, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post/authorised e-mail to, the address of the place of residence or business of the person last known;
 - c. On a body corporate by leaving it at, or sending it by post/authorised e-mail to, the registered office of the body corporate.
- c) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6) 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.

7) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services, works to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply works shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The contractor shall make all arrangement of water, electricity, labour hutments, labour hutments, labour toilets, Crèche for labour children at site. No extra payment shall be made for these arrangements.

8) Delivery & Installation

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

within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the material. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

9) Supplier's/ Selected Bidder's Responsibilities

The Supplier/ 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.

10) Purchaser's Responsibilities

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

11) Contract Price

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

12) 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.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

13) Taxes & Duties

- a) The GST (Goods & Service Tax) shall be deducted at source/ paid by tendering authority as per prevailing rates.
- 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) 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.

14) Copyright

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

15) Confidential Information

- a) The Purchaser and the Successful bidder/ 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 Successful bidder/ 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 Successful bidder/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Successful bidder/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Successful bidder/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Successful bidder/ 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 Successful bidder/ Selected Bidder need to share with tendering authority 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.

16) Sub-contracting

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

17) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the 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 enclosed 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.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

18) 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.

19) Insurance

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

20) 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 supplier's/ selected bidder's bill.

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) Samples

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

samples uncollected within 9 months after expiry of contract shall be forfeited by DoIT&C and no claim for their cost, etc., shall be entertained.

- d) Samples not approved shall be collected by the unsuccessful bidder. DoIT&C will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and
the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

23) 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 DoIT&C 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.
- d) The manpower deputed by the successful bidder shall be reviewed by the purchaser in terms of its qualifications, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame.

24) Compensation for Delay

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date written order to commence the work given to the Contractor. If the contractor does not commence the work within the periods specified in the work order, he shall stand liable for the forfeiture of the amount of Security Deposit. Besides appropriate action may be taken by the tendering authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated periods of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceed good progress during the executions of work, the contractor shall be bound in all cases in which the time allowed for any work exceed one month

(save for special jobs), to complete 1/8* of the whole of the work before 1/4' of the whole time allowed under the contract has elapsed 3/8* of the work be for of such time has elapsed and 3/4* of the work before ;A of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule

in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below:

A	Time Span of full Stipulated period	1/4 th (days)	1/2 th (days)	3/4 th (days)	Full (days)
B	Work to be completed in terms of money	1/8 th (‘s... ..)	3/8 th (‘s... ..)	3/4 th (‘s.....)	Full (‘s... ..)
C	Compensation payable by the contractor for delay attributable to the attributable to stage	2.5% of Scheduled work remained unexecuted on the last days of (1/4) time span	5% of Scheduled work remained unexecuted on the last day of (1/2) time span	7.5% of Scheduled work remained unexecuted on the last days of (3/4) span	10% of Scheduled work remained unexecuted on the last day of Contracted Full period

Note: In case delayed period over a particular span is split up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to government over entire delayed over that span after clubbing up the split delays attributable to government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However in case the slow progress in on time span is covered up within original stipulated period then the amount of such compensation levied earlier shall be refunded. The price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on s: h rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The Engineer-in-charge or Tendering Authority shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the contractor before execution of the agreement and it is entered in agreement as well as same has been accepted by the

Engineer-in-charge or Tendering Authority the contractor shall complete the work within the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay compensation as this clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

25) Risk & Cost Clause

The Engineer-in-charge or Tendering Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect to any breaches of contract and without prejudice to any rights or remedies under any of provisions of this contract or otherwise, and whether the date for completion has or has not elapsed by notice in writing, absolutely determine the contract in any of the following cases.

- i) If Contractor having been given by the Tendering Authority, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Tendering Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion of that already, failed to completed the work by that date.
- ii) If the Contractor, being company, shall pass a resolution of the Court shall make an order that the company shall be wound or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.
- iii) If the Contractor commits breach of any of the terms and conditions of this contract.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Tendering Authority on behalf of the Governor of Rajasthan shall have powers.

- a) To determine or resign the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Tendering Authority shall be conclusive evidence) upon such determination or rescission, the full performance security of the contract shall be liable to forfeited and shall be absolutely at the disposal of the Government.
- b) To employ labour paid by the Department and to supply materials to carry out the work or any part of work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Tendering Authority or Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this contract. The certificate of the Engineer-in-charge or Tendering Authority, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the department are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- c) After giving notice to the Contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands and to give to another contractor

to complete, in which case any expenses which may be “incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him [of the amount of which excess, the certificate in writing of the Engineer-in-charge or Tendering Authority shall be final and conclusive] shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under this contract on any other account. Whatsoever, or from his Performance security, Enlistment security or the proceeds or sales thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the Tendering Authority, the contractor shall have no claim to compensation for any loss sustained by him by reason of this having purchased or procured any materials or entered into any engagements or made any

advances on account or with a view to the performance of contract. And, in case actions I taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any work thereof or actually performed under this contract unless and the Engineer-in-charge or Tendering Authority has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

26) Contractor remains liable to pay compensation, if action not taken under clause 28

- i) In any case in which any of the powers conferred by clause 28 hereof, shall have become exercisable and the same shall have not been exercised the non-exercise, thereof, shall not constitute waiver of any the conditions hereof, and such power shall not with starting, be exercisable in the event of any future case of default by the contractor for which, by any clause hereof, he is declared liable to pay compensation amounting to the whole of his Performance Security and the liability of the past and future compensations shall remain unaffected.

Powers to take possession of or require removal, sale of Contractor’s plant:

- ii) In the event of the Tendering Authority putting in force, powers vested in him under the preceding clause 28 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or certified by the Tendering Authority or duly authorized Engineer [whose certificate, thereof, shall be final and conclusive], otherwise the Tendering Authority may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools plant, materials or stores from the premises [within a time to be specified in such notice] and in the event of the Contractor failing to comply with any requisition, the Technical Director, DoIT&C or other duly authorized Engineer or Tendering Authority may remove them at the contractor’s expense sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate, of the Technical Director, DoIT&C or other duly authorized Engineer or Tendering Authority, as to the expense of any such removal, and the amount of the proceeds and expense of any such Sale shall be final and conclusive against the Contractor.

27) Extension of Time

If the contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other grounds he shall apply, in writing,

to the Tendering Authority within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rule/delegations of powers or other duly authorized Engineer or Tendering Authority shall, if in his opinion, [which shall be final] reasonable grounds be shown therefore, authorize such extension of time if any as may, in his opinion, be necessary or proper, if the period of completion of contract shall be made before the expiry of the period stipulated for completion of the contract the competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause [2] of this agreement.

28) No Compensation for Alteration in Restriction of Work to Be Carried Out

If, any time after the commencement of the work, the Government, shall for any reason, whatsoever, not require the whole work thereof, as specified in the tender, to be carried out, the Tendering Authority shall give notice in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, Neither, shall he have any claim for compensation by reasons of alternations having been made in the original specifications, drawings and design and instructions, which shall involve any

Curtailed of the work, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of materials, actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work as any portion thereof, and taken them back by the Contractor provided, however that the Tendering Authority shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government stores, charges recovered, including storage charges shall be refunded after lacking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of Tendering Authority shall be final.

29) Authenticity of Equipment

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

may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

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

30) Work to Be Open to Inspection: Contractor or His Responsible Agent to Be Present

All work, under or in course of execution or executed in pursuance or the contract, shall, at all times, be open to inspection and supervision of the Engineer-in-charge and Tendering Authority at all times during the usual working hours, and at all other items at which reasonable notice of the intention of Tendering Authority the Engineer-in-charge or his subordinate or any other authorized agency of the Government of committee of retired officer/officers appointed by the State Government for the purpose to visit the works shall have been given to Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

31) Notice To Be Given Before Any Work Is Covered Up

The contractor shall give not less than 7 days notice, in writing to the Tendering authority or Engineer-in-charge or his subordinate-in-charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured, and correct dimensions thereof, be taken before the same is so covered up or placed beyond the reach of measurement and shall not.

32) Contractor Liable For Damage Done and For Imperfections

If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or cultivated ground, contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work. While in progress, from any cause, whatsoever, or any imperfection become apparent it, within a period specified in Clause 37, after a Certificate, final or otherwise of its completion shall have been given by the Engineer-in-Charge or Tendering Authority, may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineering-in-charge or Tendering Authority shall be final) from any sums may be then, or at any time, thereafter may become due to the Contractor, or form his performance security, or the proceeds of sale thereof, or of a sufficient portion thereof.

33) Warranty

- a) The bidder must supply all items with comprehensive on-site OEM warranty valid for five years (Excluding battery which shall be considered with 3 years onsite replacement warranty) after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of completion of the job.
- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any

defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.

- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

34) Maintenance Contract

- a. The service provider shall observe any defect /malfunctioning in Equipment / hardware / software as a part of FMS services and promptly generate a ticket in Help desk tool for the same for rectification of the defect / malfunction. The service provider shall record nature of the defect together with all available evidence thereof, promptly following the discovery thereof. Upon generating of such ticket, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine / authentic ones / Equipments / Parts /software / patches / drivers having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced / software by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- b. If having been notified i.e. generation of ticket, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take remedial action as may be necessary and the cost of the same will be deducted from due payment of selected bidder.
- c. During the maintenance and support contract period, the bidder shall be responsible to ensure adequate and timely availability of spare parts needed for repairing the equipments / parts. The bidder has to see the end of support / end of sale / end of service dates being declared by respective OEM's time to time and make necessary arrangements of spares for catering maintenance needs of equipments / parts during entire contract period. In case, at the time of resolution of any compliant, the equipment(s) / part(s) is found non-serviceable during contract period, the selected service provider shall be responsible for replacing the non-serviceable equipment/ part with same / higher configuration equipment / part of the same make at no extra cost to the purchaser.

35) Contractor to Adhere To Labour Laws / Regulation

The contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the work men's Compensation Act, here in after called the said Act. If such compensation to his workmen which would be payable for injuries under the workmen's Compensation Act, hereinafter called the

said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of Section 12 of the said Act, on behalf of the contractor it shall be recoverable by the State from the Contractor under sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I of the conditions of contract. “All contract with Government shall require registration of works under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act.”

36) Withdrawal of Work from the Contractor

If the Tendering Authority shall at any time and for any reasons, whatever, including inability to maintain progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may be notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the Contractor shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge or Tendering Authority may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor without prejudice to his rights. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available 3 running bill or any other claim and shall not be deferred.

37) Protect Works

The contractor shall arrange to protect at his own cost, in an adequate manner all out stone work and other, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection as required by the Engineer-in-charge or Tendering Authority, from time to time, any damage to the work, so protected no matter how it may be caused. Shall be made good by the Contractor free of cost. All template, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-charge or Tendering Authority, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.

38) Fair Wage Clause

- (a) The contractor shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by the Government but the Government shall not be liable to pay anything extra.

Explanation: “Fair Wage” means minimum wages for time or piece work fixed or revised by the State

Government under the Minimum Wages Act, 1948.

- (b) The contractor shall, notwithstanding the provisions of any contract of the contrary cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers immediately or directly employed on the work for the purpose of contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Rajasthan Public Work Department Contractor's Labour regulations made or that may be made by the Government from time to time, in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized deductions,

maintenance of wages register, wages card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

- (d) The Engineer-in-charge or Tendering Authority shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deduction made there from, which are not justified by the terms of the contract, or as a result of non-observance, of the aforesaid regulations.
- (e) Vis-a Vis, the Government of Rajasthan, the Contractor shall *e primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach.

39) Patent Indemnity

- a) The successful bidder/ 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 successful bidder/ 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 inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the successful bidder/ 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 successful bidder/ selected bidder a notice thereof, and the successful bidder/ 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 successful bidder/ 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 successful bidder's/ selected bidder's request, afford all available assistance to the successful bidder/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the successful bidder/ selected bidder for all expenses incurred in so doing. The Purchaser shall indemnify and hold harmless the successful bidder/ 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 successful bidder/ 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.

40) Limitation of Liability

Except in cases of gross negligence or willful 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.

41) 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder 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 in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DoIT&C, 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 DoIT&C, the DoIT&C may take the case with the supplier/ selected bidder on similar lines.

42) 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 should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

43) 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 DoIT&C 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

DoIT&C 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 DoIT&C.

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 Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining 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.

44) Exit Management

1. 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.
2. Transfer of Assets
 - i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by tendering authority 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 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 tendering authority as desired by the procuring entity during the exit management period.
 - iii. Tendering authority 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 tendering authority 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 tendering authority 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 tendering authority or its nominated agencies.
 - b. All title of the assets to be transferred to tendering authority 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 tendering authority.
- d. That the products and technology delivered to tendering authority 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 tendering authority. Supplied hardware, software & documents etc., used by selected bidder for tendering authority shall be the legal properties of tendering authority.

3. Cooperation and Provision of Information during the exit management period
 - i. The selected bidder will allow tendering authority 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 tendering authority 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. Tendering authority 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 tendering authority or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by tendering authority or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

4. Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to tendering authority 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 tendering authority or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by tendering authority 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 tendering authority or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to tendering authority 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 tendering authority 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.
5. 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 tendering authority 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 tendering authority or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
6. General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect a seamless handover as practicable in the circumstances to tendering authority 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.
7. Exit Management Plan
- i. The selected bidder shall provide tendering authority 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, successful bidders, customers and any related third party as are necessary to avoid any material detrimental impact on tendering authority 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 tendering authority 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 tendering authority 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 these 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.

45) Settlement of Disputes

Any dispute existing out of contract shall be settled according to the provision of arbitration and conciliation act 1996

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule as per Site Progress

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

S. No.	Phase	Deliverable	Payment
1.	As per Progress at site	Measurement of the work done duly sealed and signed by Engineer In charge	Payment will be released on the basis of actual work done with statutory deductions. Payment will be made on monthly basis.

Payment will be released on the basis of actual work done with statutory deductions.

- b) The selected bidder's request for payment shall be made to the DOIT&C Official in writing, accompanied by invoices describing, as appropriate, services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- c) Due payments shall be made after submission of request for payment along with an invoice and all other requisite documents by the selected bidder .
- 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) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, shall be deducted from the payments for the respective milestones.
- g) Taxes, as applicable, shall be deducted/ paid as per the prevalent rules and regulations.

2) Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) DOIT&C may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
 - ✓ Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for DOIT&C.
 - ✓ The method of deployment, shipping or packing.
 - ✓ Schedule for Installation Acceptance.
 - ✓ The place of delivery and/or the services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
 - ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by DOIT&C.
 - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
 - ✓ Approval or disapproval of the change request – DOIT&C will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man- month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
 - ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
 - ✓ Verification of the change - The change will be verified by DOIT&C on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of DOIT&C. In the event that the consent of DOIT&C is not received then the change will not be carried out.
- e) While approving any change request, if required, DOIT&C may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or

decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the DOIT&C change order which shall not be unreasonably withheld or delayed.

ANNEXURE-1: Bill of Quantity (BOQ)

- Note: (i)** The BoQ available at e-procurement portal shall be considered as final.
(ii) The bidder has to quote GST separately in financial bid/BOQ otherwise his financial bid will not be entertained.

Repair and maintenance and MEP work

S. No.	Item Description	Unit	Quantity
1	Civil works		
2	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. metres and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 m lead With cement mortar 1 :4 (1 cement : 4 coarse sand)	Sq.mt	125
3	Plaster on new surface on wall in cement sand mortar 1:4 including racking of joints etc. complete fine finish : 20 mm thick	Sq.mt	75
4	Extra for providing and mixing water proofing material in cement plaster work in proportion recommended by the manufacturers.	Kg	20
5	Providing and fixing Chicken mesh jali (22 gauge) at the junction of 2 different surfaces of different material component at the time of plastering to prevent cracking in plaster surface as and where directed at all floors with all leads and lifts etc.complete.	Sq.mt	35
6	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade including all scaffolding: New work (two or more coats) over and including scrapping and priming coat with cement primer.	Sq.mt	1350
7	Removing dry or oil bound distemper by scrapping sand papering and preparing surface smooth including necessary repairs to scratches by sandla/loi and all scaffolding (for colour changing only)	Sq.mt	1350
8	Finishing walls with Acrylic Smooth exterior paint of required shade including all scaffolding. New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including base coat of water proofing cement paint applied @ 2.20 kg/ 10 sqm).	Sq.mt	430
9	Dismantling tile work in floors and roofs laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 meter lead: For thickness of tiles 10mm to 25mm. For thickness of tiles 25mm to 40mm.	Sq.mt	350
10	Dismantling stone slab/ terrazo chip flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 meters lead.	Sq.mt	115
11	Grading roof for water proofing treatment with water proffing compound Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) Cement mortar 1:4 (1cement : 4 coarse sand)	Cum	15
12	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10mm and down gauge) including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design :	Mtr.	156

13	Making khurras 450 x 450mm with average minimum thickness 50mm cement concrete 1 : 2:4 over P.V.C. Sheet 1 Mtr. x 1 Mtr. x 40micron finished with 12mm cement plaster 1 : 3 and one coat of neat cement, rounding edges and making and finishing the out let complete.	Each	12
14	Crazy ceramic tile flooring, with under layer 12 mm thick cement mortar 1:4 (1 cement: 4 coarse sand), with joints not exceeding 5 mm, including filling the gaps with ordinary cement mixture & mixing with synthetic polyester fibre, triangular in shape having specific gravity of 1.34 to 1.40, cross section size ranging from 10 to 40 micron & length upto 6 mm , mixing fibre @ 125 grams per 50 kg of cement in cement mortar, including providing and mixing water proofing material in mortar @ 1 kg per 50 kg of cement , all complete as per direction of Engineer-in-charge.	Sq.mt	300
15	Providing and fixing 1st quality MAT & GLOSSY finished ceramic tile confirming to IS : 13755 and IS : 15622 colour such as white, grey, ivory, fume red brown, light green, light blue and other light shades in floors, steps, pillars etc. laid on a bed of neat cement slurry finished with flush pointing in the white cement mixed with pigment to match the shade of the tile complete (including the cost of cement mortar bed 1:4). Size 600mm x 600mm	Sq.mt	25
16	Replacement of stone Chajja with sriwan in damaged portion as per existing thickness and width in CM 1 : 3 with removal of old damaged pieces of chajja including top plaster of chajja and bottom pointing in Cement Mortar 1 : 3 with scaffolding upto Ground floor level as per direction of Engineer in charge	Sq.mt	15
17	Add Extra for each additional floor (For First & Second Floor)	Sq.mt	15
18	Supplying and placement of potted plants FRP POTS of Rou Compe S1, S2, S3 (CREDO or similar) including cocopit, manure, plants and complete in all respects	Nos	25
19	Supplying and planting of following Plants		
20	Arica palm (Height- 3 Feet)	Nos	20
21	Raphis palm (Height- 3 Feet)	Nos	15
22	Gulmohar (Height- 3 Feet)	Nos	10
23	Golden bamboo (bamboo can plam) (Height- 3 Feet)	Nos	5
24	Providing and fixing calcium silicate board false ceiling at all heights including providing and fixing of frame work made of special sections power pressed from M.S. sheet and galvanised in accordance with zinc coating of grade 350 as per IS : 277 and consisting of angle cleats of size 25mm wide x 1.6mm thick with flanges of 22mm and 37mm at 1200mm centre to centre one flange fixed to the ceiling with dash fastener 12.5mm diax40mm long with 6mm dia bolts to the angle hangers of 25x25x0.55mm of required length, and other end of angle hanger being fixed with nut and bolts to G.I. channels 45x15x0.9mm running at the rate of 1200mm centre to centre to which the ceiling section 0.5mm thick bottom wedge of 80mm with tapered flanges of 26mm each having clips of 10.5mm at 450mm centre to centre shall be fixed in a direction perpendicular to G.I. channel with connecting clips made out of 2.64mm diax230mm long G.I. wire at every junction including fixing the calcium silicate board with ceiling section and perimeter channels 0.5mm thick 27mm high having flanges of 20mm and 30mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450mm centre to centre with 25mm long drive-all screws @ 230mm interval including jointing	Sq.mt	100

	and fixing to a flush finish of tapered and square edges of the board with recommended filler, jointing tapes, finisher and two coats of primer suitable for board as per manufactures specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed all complete as per drawing and specification and direction of the Engineer in Charge but excluding the cost of painting of thickness of calcium silicate board as below:- 8 mm thick		
25	Removing aluminium/Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable material and stacking of serviceable material with in 50 meters lead as directed by Engineer-in-charge.	Sq.mt	100
26	Providing and fixing steel gate, grating , and grills made of angles, tees, square bars, flats,or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide	Kg	500
27	Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (upto any pitch in horizontal/ vertical or curved surfaces) excluding the cost of purlins, rafters and trusses and including cutting to size and shape whenever required. 0.80 mm thick with zinc coating not less than 275 gm/m ²	Sq.mt	10
28	Providing and fixing 1st quality MAT finished ceramic tile size 300x300mm confirming to IS : 13755 and IS : 15622 colour such as white, grey, ivory, fume red brown, light green, light blue and other light shades in floors, steps, pillars etc. laid on a bed of neat cement slurry finished with flush pointing in the white cement mixed with pigment to match the shade of the tile complete (including the cost of cement mortar bed 1:4).	Sq.mt	110
29	Providing and fixing 1st quality standard white, grey, ivory, fume red brown, light green, light blue and other light shades glazed tiles confirming to IS : 13753 & IS :15622 of size 200mm x 300mm in walls, floors, steps, pillars etc. laid on a bed of neat cement slurry finished with flush pointing in the white cement mixed with pigment to match the shade of the tile complete (excluding the cost of cement plaster on walls and pillar).	Sq.mt	186
30	Providing and fixing Green / Black Granite stone slab mirror polished and machine edge cut in walls, pillars, steps, Shelves, Sills Counters, Floors etc. laid on 12mm (Av.) thick base of cement mortar 1:3 (1 cement : 3 coarse sand) jointing with white cement mortar 1:2 (1 white cement : 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete. Above 3601 Cm ² Slabs	Sq.mt	90
31	Extra for providing edge moulding to 15-18mm thick marble/ Granite/Kota stone counters, Vanities etc. including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge. Granite/Kota Stone Work Full Edge moulding	Mtr.	90
32	Providing and fixing cramps of required size & shape in RCC/ CC backing with cement mortar 1:2 (1 cement :2 coarse sand) including drilling necessary hole in stones and embedding the cramp in the hole .Stainless steel cramps	Kg	85

33	SITC of straight glass partition material1) Full height glass partitions walls shall be made of 12mm toughened glass with a frame-less structure. A proper structure shall be made to ensure the fixing of glass from the RCC slab above the false ceiling and holding channels on flooring.2) Straight and vertical structural members shall not be visible. Glass shall be fitted on extrusion with tool-less technology and have a provision for replacing the glass with perforated sheet/acoustic tile by removing the glass.3) NOTE: - The nature of installation shall be replaceable, expandable and flexible to cater for the future expansion/technical up-gradation.Detailed specifications and mode of execution is mentioned in technical Specification of RFP	Sq.mt	10
34	SITC of 12mm thick Frameless tempered clear glass Single Door Size: - 1200mm X 2400mm With door spring and locking arrangements and both way handle and patch fittings. Detailed specifications and mode of execution is mentioned in technical Specification of RFP	Nos	1
35	Providing and fixing of uPVC Sliding windows manufactured in ISO 9001:2000 & 14001:2004 certified company. Frame : Made from the Extruded uPVC Window Profile Section of size 80 x 52mm having outer wall thickness of 2.25mm (+/- 0.2mm) and 3 box multi-chamber construction, White in finish, duly reinforced with 1.2mm thick G/J/U/O TYPE GI section. Frame shall have three track configuration, two for sliding of window shutter and one for mosquito mesh shutter. Vertical member of frame which bears the sliding shutter load shall have aluminium rail/track for smooth sliding of shutter rollers. All the four corners shall be mitered cut & thermal welded so as to form window frame. Frame shall be milled with drain and air equalizer hole in order to be water tight and for drainage of accumulated water, if any, to outer side. Shutter : The shutter of sliding window shall be made of 54 x 38mm Extruded 3 box multi-chamber uPVC Window Profile Section of white colour having outer wall thickness of 2.25mm (+/- 0.2mm) provided with reinforcement of 1.2mm thick G/J/U/O TYPE GI section duly mitered cut & thermal welded at all corners and fitted with uPVC glazing bead of size 20.5 x 16mm with 'K' & 'O' type inner and outer EPDM weather seal gaskets alongwith 5mm thick ISI make plain float glass. Mesh shutter (optional) shall be made of 52 x 21.5mm Extruded 3 box multi-chamber uPVC Window Profile Section of white colour having outer wall thickness of 2mm (+/- 0.2mm) provided with reinforcement of 1.2mm thick U TYPE GI section duly mitered cut & thermal welded at all corners and fitted with nylon/polymer mesh and rollers/pully. All welding joints of frame and shutter shall be cleaned and milled with the CNC mechanism to provide uniform grooved finish on all visible joints. Hardware : Each sliding shutter is to be fixed with frame on two pullys/rollers and Locking of windows is provided with push lock (touch-lock) of powder-coated white finish. Necessary wind-breaking block, rubber buffer blocks are to be provided in windows for prevention / buffering the collision between window frame and shutter when sliding. Installation at Site : Complete window is to be installed on site with 10 x 100mm fastners with white cap in existing pre-finished wall cut-out cemented to glass level plane at all height & width and silicon glue is applied to fill up the crevices between wall and window frame. Complete in all respect as per the drawing and specifications and direction of engineer-in-charge.	Sq.m	15

36	<p>SITC of Sign board Providing and fixing Name plate for individual cabin and rest of the area. Signage's are made up of laser cut Anti-Corrosive high grade AISI 316 Stainless Steel of 2mm thick sheet with laser cut method for impression and with satin finish. Approx. Dimensions: 300 mm X 170 mm X 2 mm.Design and detailing provided by as per engineer in charge</p>	Nos	10
37	<p>Supply & Installation of Manager Table 1500x750x770 (LxBxH) Primary Work Surface Made of 25mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top Soft closing access flap with in-build power box are provided on work surface for wire management. Modesty Panel Made of 25mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. Under structure Made of 25mm Thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping.Integrated Pedestal Made of 25mm. Thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping.Drawer fronts made of 25mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top Pedestal construction is BOX-BOX-FILE type which Uses powder coated 400 MM long metal Panel Drawer Slides. Drawer extension should be 325 MM. Drawers should have a soft closing & anti slam mechanism. Handles should be provided for ease of opening. Pedestals should be provided with lock for security. Including Supply & installation of one 16 AMP modular switch & 3 no. 6/16 AMP modular universal sockets with one no. CAT-6 LAN socket as per recommended makes with end plates & mounting boxes. including supply & provision of connector for Laptop connectivity. as per 3D view matching with Photographs as attached in RFP</p>	Nos	4
38	<p>Low Height Partition: Providing and fixing low height partition of height 1500mm from finish floor. Partition to be fixed on floor with all necessary hardware. Structure made out of Aluminum frame of size 1"x2" approx with both side 12mm Ply wood fixed with screws finished with 1mm laminate of approved brand and shade having grooves and design as specified by engineer in charge. Top and side edges of partition to have Aluminum edge lipping of matching shade. Including soft board on both sides of height 2' clad with linen based fabric of approved shade and texture. Soft board aligned with top of partition. Details can be found as per 3d views attached in RFP.</p>	Sqm	32
39	<p>P & F PVC Storage Tank ISI Marked (IS : 12701) indicating the BIS license No), of approved make with cover, 25mm dia 1M long G.I. over-flow pipe & 25 Cm. long wash out pipe with plug & socket, including making connection etc., complete of approved design: 5000 litres capacity.</p>	Nos	1
40	<p>Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes (IS 15778 : 2007 code) having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings, this included jointing of pipes & fittings with one step CPVC solvent cement , trenching refilling & testing of joints complete as per direction of Engineer in Charge. (External work).</p>		

41	40 mm nominal size	Nos	10
42	50 mm nominal size	Nos	10
43	MEP works (item reference taken from Rajasthan PWD electrical BSR 2022)		
44	Supply, installation, testing and commissioning of Cabinet type Rectangular Inline fans with motor complete motor complete with TEFC Sq. Cage Induction motor suitable for 220 volts \pm 10%, 50Hz \pm 3 %, single phase A.C supply of class "F" insulation with , mountings accessories in all respect with wiring upto power supply point & of following capacities as per specification and tender drawing mentioned.	Each	3.00
45	Flexible Duct Connection		
46	Supply, installation , testing and commissioning Fire retardant non porous double layer flexible connection between each fan and duct.	Each	5.00
47	VRV/VRF System for TFA		
48	Supply, Installation, Testing & Commissioning of modular type Variable Refrigerant Flow/Variable Refrigerant Volume air cooled Outdoor units suitable for cooling and heating, having 100% hermetically sealed inverter type Scroll Compressor(s) with and minimum two compressors along with two Condensing fan, microprocessor based Controller, Side / top discharge type condensing unit(s), with all required R-410 A Refrigerant gas, vibration isolators, with suitable foundation etc. complete as required. The unit shall deliver the rated capacity at AHRI Conditions and work even at 50°C ambient temperature without tripping. The unit shall be suitable to work on 400V \pm 10%, 3 Phase, 50Hz AC power supply. The unit shall be filled with first charge of the refrigerant and ready for use as required. The EER at 100% load with AHRI conditions shall not be less than 3.5 and Including OEM supplied Piping connection Kit etc. as required. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD BSR 2022 .		
49	COOLING ONLY 5 H.P. CAPACITY (SIDE-DISCHARGE)	Each	2.00
50	SITC of VRF OEM manufactured treated fresh air unit (TFA) equipped with pre-filter, fan section with low noise fan, multispeed motor, coil section with DX coil, outer cabinet, insulated drain pan, pipe connections etc. of following Nominal capacities with Tolerance \pm 5%. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD BSR 2022 .		
51	4.12 TR/741 CFM TFA Unit with wired remote	Each	2.00
52	GI Sheet Ducting		
53	Supply , Installation, Testing and Comissioning of site fabricated ducting made from GI sheet metal conforming to IS:277 with a zinc coating grade not less than 120 GSM (both side inclusive) & fabricated as per IS:655 and as per approved drawings & designs including the cost of hangers, supports, angle, expansion fasteners , closed cell neoprene gasket T&P etc. as required of following thickness. Test Certificate for Galavanizing with lot no. to be submitted. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD Electrical BSR 2022 .		
54	0.60 mm (24 G)	Sqm	10.00
55	0.80 mm (22 G)	Sqm	90.00

56	Communication Cable		
57	Supply, installation, testing and commissioning of 2c x 1.0 sqmm control cum transmission wiring/power/control cabling with PVC insulated, PVC sheathed, multicore copper conductor control cable in suitable conduits between indoor and outdoor units and its remote controllers.	Mtr.	20.00
58	Supplying, installing, testing and balancing of double louvered of extruded Aluminium Powder coated supply/return air grills of various sizes, Each grill shall be with fixed aerofoil shaped horizontal front bar at 0 deflection and back adjustable vertical louvers, air distribution grid for straightening the air flow through the collar and register including fixing with steel screws etc. complete in all respect. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD BSR 2022 .		
59	Supply Air Diffuser with Volume Control damper	Sqm.	1.80
60	Return Air Diffuser without Volume Control damper	Sqm.	1.44
61	Supply, installation, testing and comissioning of interconnecting copper refrigerant piping of DHE Grade C12200- ASTM B68, B75, chemical composition of copper %- 99.0 Min and Phosphorus %- 0.015 to 0.040 . For Annealed copper tube :- Tensile strength = 210 Mpa wih elongation % = 40 Min . Ink Mark Brand Printing on Hard Tubes should be present. duly insulated with tubular elastomeric nitrile rubber FM/UL approved with high water vapor diffusion resistance and low thermal conductivity should be certified 'Class O' in Fire Propagation as per BS 476 Part 6 including chase cutting andfilling with mortar, Slotted channel supports mounted on 10 mm threaded rod at suitable spacing the exposed piping shall be wrapped with glass woven cloth and lag coating for vapour barrier and weather protection. Joints shall be covered with nitrile rubber tape of 3 mm thick complete as required of following sizes. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD BSR 2022 .		
62	34.9 mm O.D., wall thinkness \geq 1.4mm (insulation – 19 mm thick)	Mtr.	10.00
63	22.2 mm O.D., wall thinkness \geq 1.0mm (insulation – 19 mm thick)	Mtr.	10.00
64	Making hole in stone masonry/ RCC wall/ RCC slab with core cutter for accomodating refrigerant pipe/ drain pipe/ MS pipe/ cables etc of following dia		
65	100 mm dia per running inch length	per inch	40.00
66	150 mm dia per running inch length	per inch	20.00
67	200 mm dia per running inch length	per inch	30.00
68	Supplying, installing and balancing of extruded Aluminium powder coated fresh air inlet louvers with bird screen & volume control damper fixing with steel screws etc. complete in all respect. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD BSR 2022 .	Sqm.	2.0
69	External light panel		

70	<p>Supply, installation, testing & commissioning of outdoor cubicle type totally enclosed free standing double door type dust & vermin proof Kiosk Panel for outdoor application made out of 2.0 mm thick and partition made out of 1.6 mm MS sheet steel, suitable for 3 phase , 4 wire , 415 V , 50 Hz , AC supply complete with incoming ACB / MCCB / SFU & outgoing MCB / MCCB / SFU , All the MCCB should be with Rotary handle, Four Pole Electrolytic grade Al busbar of required capacity, indication lamp etc complete as per drawing, enclosed specifications and recommended makes. INCOMER100 Amp, FP,25 KA, MCCB having Thermal Magnetic release with short circuit and adjustable overload (0.7 to 1In) protection - 1 noBUSBAR200 Amp, FP, Electrolytic grade Al busbar for main MCB outing & feeders distribution, The Bus Bar section should be covered with withdrawable Acrylic sheet for protection. OUTGOING25Amp, FP, C curve, 10 KA BC MCB - 1 nos25Amp, FP, AC1 utilisation catagary power contactor, having 415 volt operating auxiliary coil fitted with suppressor & 2NO+2NC block - 1 nos40Amp,FP, C curve, 10 KA BC MCB - 02 nos6Amp, SP, C curve, 10 KA BC MCB - 11 nosDigital Time Switch with 2 Amp MCB for time switch bypass Arrangement- 1 nosAll the accessories should be mounted on 6 mm thick bakelite sheet - 1 setMETERING SECTION FOR INCOMERDIGITAL LED Energy meter (32 samples/cycle) of rating with 3nos 50/5A class 1 as per IEC 62053-21, CTs as per SLD, The Digital meter shall measure V /I /F /PF /KW / KVA /KVAR / KWH / KVAH / KVARH / MD / %THD parameters. The energy meter should have communication modbus RS 485 port & required hardware & software for communication, duly protected by 2A MCB - 1 nosLED type RYB indication lamp duly protected by 2A MCB– 3 Nos.</p>	Each	1
71	<p>Providing & Fixing of Recessed/surface mounting heavy duty Vertical TPN Distribution board with Metal end box with provision of incomer suitable for 3/4 pole MCCB and SP / TP MCB as outgoing ,made out from Galvanized steel / CRCA sheet not less then 1.2 mm thick conforming to IS-8623-1 & 3 / IEC 61439- 1 & 3. powder painted with reversible door (for double door DB only) complete with insulated 160 (upto 160 A Incomer) / 250 Amp. copper bus bar, neutral bars with shrouds, earth bar , color coded interconnecting wire set of suitable rating and din bar,masking sheet, making internal DB terminations with copper lugs, ferrules, detachable gland plate, including making connections, testing etc. as required. OEM shall have submit NABL / CPRI / ERDA accredited lab type test reports & All as per pre approved by Engineer in charge.For additional technical parameters of product / work refer Annexure 'A' attached with Rajasthan PWD BSR 2022</p>		
72	<p>Double door IP-43 & IK-09 with Provision of Incomer MCCB 100/ 125 A Rating with Metal end box</p>		
73	<p>6 Way(8+18)</p>	Each	1
74	<p>SITC of 100 A rating MCCB with 25 kA, adjustable O/L & adjustable S/C setting,</p>	Each	1

75	Providing & Fixing of 240/415 V AC MCB with positive isolation of 10 kA breaking capacity (B/ C/D tripping characteristic as per type of load and site requirement) 4 KV impulse withstand voltage, ISI marked IS 8828(1996) / conforming to IEC 60898-1 2002, IEC 60947-2, low watt losses, trip free mechanism , energy limiting of class 3 as per IEC, minimum phase termination capacity of 35sq.mm. , conductor line load reversibility , IP 20 contact protection and fitted in existing distribution board/sheets, minimum electrical operation 20,000 upto 20 A rating and 10,000 upto 63 A, 5000 for 80 A & above rating including making connections, testing etc. as required. OEM shall have submit NABL / CPRI / ERDA accredited lab type test reports & All as per pre approved by Engineer in charge. For additional technical parameters of product / work refer Annexure 'A' attached with Rajasthan PWD BSR 2022		
76	Triple pole MCB (With B/C curve tripping Characteristics)		
77	40 A rating	Each	3
78	50/63 A rating	Each	3
79	Supply, Fabricating & installing following sizes of perforated Hot dipped Galvanized iron cable tray (Galvanized thickness not less then 50 microns) with perforation not more then 17.5% in convenient section including horizontal and vertical bends, reducers tees,cross members and other accessories as required and duly suspended from the ceiling with GI suspenders including GI bolts & nuts , fastners, supports etc. as required.All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD BSR 2022 .		
80	100mm x 50mm x 1.6mm	Mtr	10
81	150mm x 50mm x 1.6mm	Mtr	15
82	Wiring of twin control light point with 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper conductor 1.1 kV grade and 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper earth conductor 1.1 kV grade (IS:694) in recessed ISI marked MMS (IS:9537 P - III) PVC conduit & it's ISI marked (IS:3419-1988) accessories, round tiles, 2 Nos Hot Dipped Galvanized M.S Modular box of 1.2 mm thick with earth terminal,2 Nos10 A two way Modular switch, 3 pin ceiling rose / holder / 3 way connector ,Modular face plate with grid plate, screws, making connections, testing etc. as required. For specification of copper Conductor, Phenolic Laminated sheet's & Electrical/ Wiring accessories refer Chapter E - 04, E - 05 & E - 07 For additional technical parameters of product / work refer Annexure 'A' attached with Rajasthan PWD BSR 2022		
83	Medium point (up to 6 mtr.)	P. point	3
84	S&F following sizes (dia.) of ISI marked virgin material MMS (IS:9537 P - III) PVC conduit along with ISI marked (IS:3419-1988) accessories as required in recess including cutting the wall, covering conduit and making good the same as required. For additional technical parameters of product / work refer Annexure 'A' attached with Rajasthan PWD BSR 2022		
85	25 mm	R. mtr.	50.00
86	32 mm	R.	20.00

		mtr.	
87	Supplying and drawing FR PVC insulated & unsheathed flexible copper conductor as per PWD specification for electrical Works with ISI marked (IS:694) and as per IS 8130 : 2013 of 1.1 kV grade . Wire should be made from 99.90 % purity copper, class 5 stranding in acc. to IS:8130/IEC 60228 for lower watt loss , oxygen free for less chances of oxidization, insulation PVC type A/C/D , flame retardant as per IS 10810-53, better amperage rating as per IS:3961 part 5, in existing surface or recessed PVC/ MS conduit/casing capping making connections with Copper Lugs of suitable size, Ferrules,testing etc. as required. OEM Must have its own in house NABL lab setup for all testing facilities for wires. For additional technical parameters of product / work refer Annexure 'A' attached with Rajasthan PWD BSR 2022		
88	2 x 2.5 sq. mm. + 1x1.5sqmm	Mtr	50.00
89	2 x 4.0 sq. mm. + 1 x 2.5 sq. mm.	Mtr	30
90	LT Cable for incoming/outgoing supply of external panel		
91	Providing & Laying P.V.C. / XLPE insulated & P.V.C. sheathed Armoured Copper cable confirming to IS:1554 P-I / IS :7098 P - I of 1.1 KV with electrolytic grade Copper made of copper rods confirming to IS 613-1964, of purity >99.7 %, round / flat strip armouring, Inner / outer sheath confirming to IS:5831 in existing RCC / Hume / Stoneware / PVC pipe/ open duct/cable trench / Cable tray(with cable tie) , including cable termination, cable luges, cable gland, making connection, testing etc. as per specification, drawing & recommended make.		
92	3.5 core 35 sqmm (External light panel supply)	RMT	25
93	4 Core 16 Sq. mm	RMT	30
94	4 Core 10 Sq. mm	RMT	90
95	4 Core 6 Sq. mm	RMT	150
96	Add Extra for Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade direct in ground including excavation of trench of size 75 cm (Depth) x 35 cm(Width) , with procedure as per following points:- (a) Make a river sand bed of height 125 mm along the trench, (b) Lay the cable in the middle of the trench, (c) Provide river sand bed of height 125 mm on top of the cable, (d) Lay the protective Common burnt clay F.P.S. Bricks of Class designation 75 / Sand stone slabs of 50 mm thickness and 225 mm wide just above the sand bed vertically across the cable (Approx. 9 no. Bricks per Mtr.), (e) Backfill the excavated soil leaving 300 mm from the Ground level, (f)Lay the Cable warning tape and again back-fill the remaining portion of the trench upto the ground level and compacting the earth	Mtr	220
97	Add Extra in Item no.26 if Excavation done after removal of paver block with CC and making Good the same with re-installation of paver block.	Mtr	200

98	<p>Providing & Fixing of IP20 SMD Mid Power LED batten with integrated box (min.1200mmx40mmx60mm including reflector) with replacable driver fixture made from Powder coated Extruded aluminium housing ,Min. lumen output 4400 lm, System lumen efficacy ≥ 110 lm/Watt output, internal surge protection of 4.0 KV with Short & Open circuit protection,THD < 10% , P. F.≥ 0.95, CRI >80 , life time of minimum 50000 Burning Hours with , 70% of intial Lumen maintaned till life ends , CCT 3000°K / 4000°K / 5700°K /6000°K/6500°K (As per ANSI Bin) , Maximum power consumption should not more than the specified rating and Fixture shall be of BIS standard and trade mark certificate (T.C.). Manufactures Word Mark/ Name Engraved/ Embossing/ Screen printing on housing. OEM must have its own in house NABL lab setup for all testing facilities for LED fixtures. (LM79 & LM80) certificate / Report from OEM shall be submitted. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD BSR 2022 .</p>	Each	5
99	<p>Supply and erection of pole lighting stell tubular swaged type with decorative pole conforming IS 2713-1980, pole designation 410 SP 15, 6.0 meter long with cast iron base plate drilling of 1" dia hole on the upper portion of the pole for the installtion of street light and 1" dia hole on the lower portion of the pole for cable entry of the wire base pole painting of red oxide and two coats of silver white aluminium paint.The poles shall have extra provided and fixed with 4'x2' dia being erected Nos 4 by laying 5'x2'x2' (length,breadth and width) cement concrete block in the ratio1:3:6 and block be continued up to 1 feet above the ground level i.e 4 feet below ground level including surface plastering the job including excavation of pole with 4 feet deep and refilling the same after installation of the pole and with holes at top of the pole for fixing ring type GI braket as required with door and</p> <p>(i)locking arrangement complete with minimum 1 mtr long MS/GI street light bracket, bakelite sheet,neutral link, suitable MCB or any other electrical accessory,suitable foundation bolts of diameter16 to 20 mm,700mm apprx length, "J" type,4 pcs set,</p> <p>(ii) Including SITC of LED Lamp of 90 W circlet and 10 A MCB with fitting all Connections, interconnections, wiring, testing and commissioning.</p> <p>(ii)Supplying and embedding following 32 dia G.I. pipe (medium class)in pole collar/ foundation (during casting) for cable entry including bending the pipe to the required shape complete as required.</p> <p>Other Detailed Specifications and mode of execution is as per direction of engineer in charge and recommended make of RFP .</p>	Each	10
100	Fire Extinguisher		
101	<p>Supply & Fixing of Dry Powder Agent (as per IS 4308:2019), ABC type Fire Extinguisher (Stored Pressure type) conforming to IS:15683:2018 , Powder coated Internal & External Surface Deep drawn cylinder body of Mild Steel CR2 grade conforming to IS: 513, Squeeze grip Forged brass release valve with Inbuilt safety release device, Diaphragm Type, 0 to 28 bar range pressure gauge, 450 mm long EPDM discharge tube, QR code for Product Traceability including Fixing on wall with suitable Anchor Fasteners as required of following capacity. Test Certificates of all the Parameters along with Hydro test & Burst test (For Cylinder Body) Certificate from OEM / External NABL</p>		

	Accrediated Lab is to be submitted. All as per pre approved by Engineer in charge. For additional technical parameters of products/ work , refer Annexure "A" attached with Rajasthan PWD BSR 2022 .		
102	6 kg	Each	2

ANNEXURE-2: PREFERRED MAKE

2.1 Repair and maintenance works

S. No.	Item Name	Preferred Makes
1	Cement	ACC / ULTRATECH/ AMBUJA/ JAYPEE CEMENT/ JK CEMENT
2	WHITE CEMENT	BIRLA/ J.K.WHITE/
3	ANCHOR FASTENER	HILTI/ FISHER
4	VENEERS	KITPLY/ CENTURY/ ARCHIDPLY/ SONEAR/ GREENLAM/ MERINO
5	FLUSH DOORS	KITPLY/ CENTURY/ MERINO/ ARCHID/ GREENPLY.
6	MIRROR	ASAHI/ SAINT GOBAIN/ MODIGUARD/ CONTINENTAL
7	SANITARY WARES & FIXTURES	ROCA / JAQUAR/ KOHLER/ QUEO/ VECTUS
8	CP & SS FITTINGS	ROCA/ JAQUAR/ KOHLER/ QUEO
9	FLUSH VALVE	JAQUAR/ HINDWARE/ CERA/ PARRYWARE
10	ACP SHEETS	Alstrong/Alstone/Timex or equivalent.
11	DESIGNER METAL BAFFLE CEILING	HUNTERDOUGLAS,ARMSTRONG,PYROTECH, DURLUM
12	CALCIUM SILICATE CEILING	RAMCOHILUX,AEROLITE,HOCREBOARDS,SU PALUX
13	DESIGNER ACOUSTIC METAL CEILING	HUNTERDOUGLAS,ARMSTRONG,PYROTECH, DURLUM
14	ACOUSTIC METAL PANELING	PYROTECH,HUNTERDOUGLAS,ARMSTRONG
15	PAINT	ASSIANPAINTS,NEROLAC,BERGER
16	LACQUEREDGLASS	(ASAHI)AIS/SAINTGOBAIN/MODI
17	13MM THICK ACOUSTIC GLASS	(ASAHI)AIS/SAINTGOBAIN/MODI
18	TOUGHENED GLASS PARTITION	AIS/SAINTGOBAIN/MODI.
	TOUGHENED GLASS PARTITION	FITTINGS:DORMA,HAFELE,OZONE,KICH

19	FILM FOR GLASS PARTITIONS.	3M,GARWARE
20	Flooring Tiles and Wall Tiles	RAK,HRJHONSON,KAJARIA,NITCO
21	12MM GLASS DOORS WITH FITTINGS	AIS/SAINTGOBAIN/MODI.
	(SINGLE/DOUBLEDOORS)	FITTINGS:DORMA,HAFELE,OZONE,
22	METAL DOORS (WITHORWITHOUT VISIONPANEL)	TATA-PRAVESH,PYROTECH,SHAKTIMET,MPP,GMP
23	FLUSH DOOR WITH LAMINATE FINISH	ALPROPANELS,PYROTECH,DIAMONDFLUSH DOORS, GREENLAMP,CENTURY,GREENPLY,KITPLY
24	LAMINATE	GREENLAM,MERINO,WILSONART,CENTURY, KITPLY
25	POWDERCOATING	BERGER,NEROCOT,JOTUN,AKZONOBEL
26	ALUMINUMSECTIONS	HINDALCO,JINDAL,ASAPPROVEDBYDOIT&C
27	FABRIC	CAMIRA,ASAPPROVEDBYDOIT&C
28	TUBES	TATA,JSW,BORUKA,GLOBAL
29	CHAIRS(WITH HEADREST)	ERGOHUMAN,ROCKWORTH,DELLFORM,GOD REJ
30	CHAIRS WITHOUT HEADREST	ERGOHUMAN,ROCKWORTH,DELLFORM
31	MANAGER TABLE	GODREJ,PYROTECH,STEELCASE,HAWORTH, HERMAN MILLER,ROCKWORTH,DELLFORM
32	FREE STANDING PEDESTAL	GODREJ, PYROTECH, STEEL CASE, HAWORTH, HERMANMILLER,ROCKWORTH,DELLFORM, WIPRO,FEATHERLITE
33	FREE STANDING SIDE RUNNER	GODREJ,PYROTECH,STEELCASE,HAWORTH, HERMAN MILLER,ROCKWORTH,DELLFORM
34	HIGH BACKCHAT CHAIR	STEELCASE,HAWORTH,HERMANMILLER,PY ROTECH, ROCKWORTH,DELLFORM,GODREJ
35	LOW BACKCHAT CHAIR	STEELCASE,HAWORTH,HERMANMILLER,PY ROTECH, ROCKWORTH,DELLFORM,GODREJ
36	STORAGE	STEELCASE,HAWORTH,HERMANMILLER,PY ROTECH, ROCKWORTH,DELLFORM

2.2 MEP Works

S.NO.	DESCRIPTION	LIST OF PREFERRED MAKES
1	HVAC SYSTEM	
2	TFA/AHU	SYSTEMAIR / EDGETECH/GREENHECK / ZECO / DAIKIN /TRANE /O GNERAL/ MITSHUBISHI
3	CENTRIFUGAL FANS/ INLINE AHU FANS	KRUGER / NICOTRA/ COMEFRI
4	MOTORS	ABB / SIEMENS/ CG/BCH
5	GRILLES , DIFFUSERS , Volume control Damper AND LOUVERS	SYSTEMAIR/ RUSKIN/ STULZ/ METAL JOINTS / TROX / MAPRO
6	GALVANIZED SHEET STEEL	SAIL / JINDAL/ TATA
7	COPPER PIPES FOR VRV SYSTEM	MADEV / MAXFLOW /RAJCO OR AS APPROVED BY DAIKIN/TRANE /O GNERAL/ MITSHUBISHI FOR THEIR RESPECTIVE INSTALLATION
8	DUCT INSULATION / ACOUSTIC LINING	UPTWIGA / OWENS CORNING/ KIMMCO/ DUPONT/ K-FLEX/A-FLEX
9	ELASTOMERIC NITRILE RUBBER INSULATION/ POLYESTERIC FOAM(FOR THERMAL & ACOUSTIC)	ARMAFLEX / THERMOBREAK / K-FLEX/ ARMACELL
10	ANCHOR FASTENER	HILTI/ FISCHER
11	SEALING COMPOUND	HILTI/ 3M/ M-SEAL
12	VRV SYSTEM	DAIKIN/ O GENERAL/MITUSHUBHISHI/ TRANE
13	MCCB	SIEMENS/ ABB/ SCHNEIDER/LEGRAND
14	MCB	SIEMENS/ ABB/ SCHNEIDER/ LEGRAND/ HAGER
15	LV PANELS	TRICOLITE/ ANKIT ELECTRICALS/ ENERLAC /ADLEC/ENGINEERS AND ENGINEERS/ JOHNS ELECTRICAL/ANY OTHER CPRI APPROVED
16	CURRENT TRANSFORMER	KAPPA/ NEWTEK/ GILBERT & MAXWELL/ PRECISE/ AE/LEGRAND
17	DIGITAL MF METERS/ LOADMANAGERS	CONZERV/ SOCOMEC/SCHNEIDER /SEIMENS/ABB/LEGRAND
18	INDICATION LAMPS	VAISHNOV/ TEKNIC/ SIEMENS/ SCHNEIDER/ ABB/LEGRAND
19	CONTACTOR	SIMENS/ ABB/ SCHNEIDER/ GE/LEGRAND
20	VENTILATING FANS FOR PANEL	NEWTEK/ ALMONARD/ CG/ USHA/ HAVELL'S/ BAJAJ/ ORIENT
21	DIGITAL TIME SWITCH	SIEMENS/ ABB/ SCHNEIDER/LEGRAND
22	LV FLEXIBLE WIRES /CABLES	RR KABLE/ FINOLEX/POLYCAB
23	POWER CABLES	RR KABLE / FINOLEX/POLYCAB
24	ARMOURED POWER CABLES	RR KABLE / FINOLEX/POLYCAB
25	DISTRIBUTION BOARDS	SIEMENS/ SCHNEIDER/ LEGRAND/ HAGER / ABB/

26	EARTH LEAKAGE CIRCUIT BREAKER/ RESIDUAL CURRENT CIRCUITBREAKER	SIEMENS/ ABB/ SCHNEIDER/ LEGRAND/ HAGER
27	SWITCHES MODULAR	SIEMENS/SCHNEIDER /MK (WRAP AROUND), LEGRAND (LYNCUS), ABB (CLASSIC LUMINIA CAMY CORSA), SCHNEIDER (OPALÉ), HAVELL'S (CRABTREE)
28	SOCKETS MODULAR	SIEMENS//SCHNEIDER / MK (WRAP AROUND), LEGRAND (LYNCUS), ABB (CLASSIC LUMINIA CAMY CORSA), SCHNEIDER (OPALE), HAVELL'S (CRABTREE)
29	CABLE TERMINALE ENDS	DOWELL/ COMET/ JOINTWELL/ JAINSON/ BRACO
30	PVC FRLS CONDUITS	AKG/POLYCAB/ PRECISSION/ BEC/ NATIONAL STEEL KRAFT/ NATIONAL/
31	TERMINALS	WAGO/PHOENIX/ELMEX/SALZER
32	CABLE TRAY	SLOTCO /INDIANA /ENERLAC /PASCO/LEGRAND
33	CABLE GLANDS	DOWELLS/ COMET/ HENSEL / LAPP/ 3D/ JAINSONS
34	CRCASHEET	TATA/ JINDAL/ SAIL
35	CONNECTORS	CONNECTWELL/ L&T/ SIEMENS/ GE/ABB
36	FIRE EXTINGUISHER	MINIMAX /CEASE FIRE /SUPREMEX /KANEX

Note:

- The alternate make offered shall comply all the particular specifications, item of work and other conditions of the Contract. The contractor should get other makes approved by engineer in charge before execution .
- For any item not covered in the above list, the contractor shall get the samples, specifications and make approved from the Engineer-in-charge before the supply is made.

ANNEXURE-3: A LISTS OF MAKES TO BE OFFERED BY BIDDER

{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign)

Note:

- The alternate make offered shall comply all the particular specifications, item of work and other conditions of the Contract. The contractor should get other makes approved by engineer in charge before execution .
- For any item not covered in the above list, the contractor shall get the samples, specifications and make approved from the Engineer-in-charge before the supply is made.

3.1 Repair and maintenance works

S. No.	Item Name	Preferred Makes
1	Cement	
2	WHITE CEMENT	
3	ANCHOR FASTENER	
4	VENEERS	
5	FLUSH DOORS	
6	MIRROR	
7	SANITARY WARES & FIXTURES	
8	CP & SS FITTINGS	
9	FLUSH VALVE	
10	ACP SHEETS	
11	DESIGNER METAL BAFFLE CEILING	
12	CALCIUM SILICATE CEILING	
13	DESIGNER ACOUSTIC METAL CEILING	
14	ACOUSTIC METAL PANELING	
15	PAINT	

16	LACQUEREDGLASS	
17	13MM THICK ACOUSTIC GLASS	
18	TOUGHENED GLASS PARTITION	
	TOUGHENED GLASS PARTITION	
19	FILM FOR GLASS PARTITIONS.	
20	Flooring Tiles and Wall Tiles	
21	12MM GLASS DOORS WITH FITTINGS	
	(SINGLE/DOUBLEDOORS)	
22	METAL DOORS (WITHORWITHOUT VISIONPANEL)	
23	FLUSH DOOR WITH LAMINATE FINISH	
24	LAMINATE	
25	POWDERCOATING	
26	ALUMINUMSECTIONS	
27	FABRIC	
28	TUBES	
29	CHAIRS(WITH HEADREST)	
30	CHAIRS WITHOUT HEADREST	
31	MANAGER TABLE	
32	FREE STANDING PEDESTAL	
33	FREE STANDING SIDE RUNNER	
34	HIGH BACKCHAT CHAIR	

35	LOW BACKCHAT CHAIR	
36	STORAGE	

3.2 MEP Works

S.NO.	DESCRIPTION	LIST OF PREFERRED MAKES
1	HVAC SYSTEM	
2	TFA/AHU	
3	CENTRIFUGAL FANS/ INLINE AHU FANS	
4	MOTORS	
5	GRILLES , DIFFUSERS, Volume Control Damper AND LOUVERS	
6	GALVANIZED SHEET STEEL	
7	COPPER PIPES FOR VRV SYSTEM	
8	DUCT INSULATION / ACOUSTIC LINING	
9	ELASTOMERIC NITRILE RUBBER INSULATION/ POLYESTERIC FOAM(FOR THERMAL & ACOUSTIC)	
10	ANCHOR FASTENER	
11	SEALING COMPOUND	
12	VRV SYSTEM	
13	MCCB	
14	MCB	
15	LV PANELS	
16	CURRENT TRANSFORMER	
17	DIGITAL MF METERS/ LOADMANAGERS	
18	INDICATION LAMPS	
19	CONTACTOR	
20	VENTILATING FANS FOR PANEL	
21	DIGITAL TIME SWITCH	
22	LV FLEXIBLE WIRES /CABLES	
23	POWER CABLES	
24	ARMOURED POWER CABLES	
25	DISTRIBUTION BOARDS	

26	EARTH LEAKAGE CIRCUIT BREAKER/ RESIDUAL CURRENT CIRCUITBREAKER	
27	SWITCHES MODULAR	
28	SOCKETS MODULAR	
29	CABLE TERMINALE ENDS	
30	PVC FRLS CONDUITS	
31	TERMINALS	
32	CABLE TRAY	
33	CABLE GLANDS	
34	CRCASHEET	
35	CONNECTORS	
36	FIRE EXTINGUISHER	

ANNEXURE-4: SELF-DECLARATION

{To be filled by the bidder}

To,

The Commissioner,
Department of Information Technology & Communications
(DOIT&C), IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: BIDDER'S AUTHORIZATION CERTIFICATE

{To be filled by the bidder}

To ,

The Commissioner,
Department of Information Technology & Communications
(DOIT&C), IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

_____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

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

Verified Signature:

ANNEXURE-6: TECHNICAL BID COVERING LETTER

{Duly sealed and signed On Bidder's Letter head}

Addressed to :

a.	Name of the tendering authority	Commissioner , DoIT&C, Jaipur
b.	Address	2nd Floor, IT Building Yojana Bhawan, Tilak Marg, Jaipur (Rajasthan) – 302005
c.	Telephone	0141-5103902

I. **NIT Reference:**

II.

1.	Name of Bidder			
2.	Name of Contact Person			
3.	Registered Office Address			
4.	Year of Establishment			
5.	Type of Firm	Public Limited	Private Limited	Others
	Put Tick(✓) mark			
6.	Telephone Number(s)			
7.	Email Address/ Website	Email:	Web-Site:	
8.	Fax No.			
9.	Mobile/ Pager Number	Mobile:	Pager:	
10.	Area of Specialization			

III. The Tender fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been deposited vide Demand Draft no. _____ Dated _____.

IV. The rates quoted are valid up to _____. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.

V. Following documents are attached towards the proof of bid security deposited.

S.No.	Earnest Money Deposited through	Number	Dated
1.	Demand Draft		
2.	Banker's Cheque (Local only)		

VI. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

VII. The rates for the services as mentioned in the Financial Bid have been enclosed separately.

Signature & Seal of Bidder

ANNEXURE-7: FINANCIAL BID COVER LETTER

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

To ,

The Commissioner,
Department of Information Technology & Communications
(DOIT&C), IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

Reference: NIB No. :

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.

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format

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

Note: This is an Financial bid format of BoQ. The BoQ available at e-procurement portal shall be considered as final.

Sl. No.	Item Description	Quantity	Units	Unit Price	GST In Rs. P	Unit Rate With GST in RS	Amount With GST in RS	TOTAL AMOUNT In Words
1	2	3	4	5	6	$7 = 5 + 6$	$8 = 7 \times 3$	10

Note: the bid without GST component shall not be considered.

ANNEXURE-8: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR EXPERIENCE

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

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

ANNEXURE-9: BANK GUARANTEE FORMAT

{To be submitted by the bidder’s bank only if bank guarantee submission is allowed in this bidding document}

BANK GUARANTEE FORMAT – BID SECURITY

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

To,
The Commissioner,
Department of Information Technology & Communications
(DOIT&C), IT Building, Yojana Bhawan 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 bid security 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 Bid security required to be deposited by the Bidder in respect of the said bidding document 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:

WITNESS (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 bidder name, directly to the Purchaser at the following address:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,
The Commissioner,
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/Letter of Intent (LoI) No datedmade between the DoIT&C and(Contractor) for the work of Performance security 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. (Rupeesonly), 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.....(Rupeesonly) 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 us.....(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 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 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)

***Note:- Bidder has to submit PERFORMANCE SECURITY (PBG) on @.25% of order value Stamp paper as per Rajasthan Stamp Duty Act in force.**

ANNEXURE-10: DRAFT AGREEMENT FORMAT

{To be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this ____ day of _____, 2022 by and between 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 (herein after 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 _____ (herein after referred as the “Successful Bidder/ Successful bidder”) 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 successful bidder 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 successful bidder and has placed the Work Order / Letter of Intent (LoI) vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The successful bidder has deposited a sum of Rs. _____ /-(Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as performance security 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 successful bidder at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in “ANNEXURE-1 : Bill of Quantity” 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 successful bidder. The DoIT&C do hereby agree that if successful bidder 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 successful bidder, 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.

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

A	Time Span of full Stipulated period	1/4 th (..... days)	1/2 th (..... days)	3/4 th (... .. days)	Full (..... days)
B	Work to be completed in terms of money	1/8 th (Rs.....)	3/8 th (Rs.....)	3/4 th (Rs... ..)	Full (Rs.....)
C	Compensation payable by the contractor for delay attributable to the Stage	2.5% of Scheduled work remained unexecuted on the last days of (1/4) time span	5% of Scheduled work remained unexecuted on the last day of (1/2) time span	7.5% of Scheduled work remained unexecuted on the last days of (3/4) span	10% of Scheduled work remained unexecuted on the last day of Contracted Full period

Note: In case delayed period over a particular span is split up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to government over entire delayed over that span after clubbing up the split delays attributable to government and this reduced compensation would be applicable over the entire delayed period without paying any escalation. Following illustration is given

[i] if First time span is for 6 months, delay is of 30 days which split over as under 5 days [attributable to government] + 5 days [attributable to contractor] + 5 days [attributable to government] + 5 days [attributable to contractor] + 5 days [attributable to government] + 5 days [attributable to contractor]. Total delay is thus clubbed to 15 days [attributable to government] and 15 days [attributable to contractor]. The normal compensation of 30 days as per clause 2 of agreement is 2.5 which can be reduced as $2.5 * 15 / 30 = 1.25$ over 30 days without any escalation by competent authority.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However in case the slow progress in on time span is covered up within original stipulated period then the amount of such compensation levied earlier shall be refunded. The price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on the rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The Engineer-in-charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the contractor before execution of the agreement and it is entered in agreement as well as same has been accepted by the Engineer-in-charge or Tendering Authority the contractor shall complete the work within the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay compensation as this clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

- All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this day of _____, 2022.

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

***Note:- Bidder has to submit Agreement on @.25% of order value Stamp paper as per Rajasthan Stamp Duty Rules/Act in force.**

ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2013 amended till date

Appeal Noof

Before the (First/ Second Appellate Authority)

First Appellate Authority is Principal Secretary, IT&C, GoR, Jaipur

Second Appellate Authority is Secretary (Budget), Finance Department, GoR, Jaipur

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place

Date

ANNEXURE-12: TENDER FORM

{Duly sealed and signed On Bidder's Letter head}

Addressed to :

a.	Name of the tendering authority	The Commissioner, DoIT&C,Jaipur
b.	Address	II floor, IT building , YojanaBhawan, Tilak Marg, Jaipur – 302005 Rajasthan
c.	Telephone	0141-5103902
	TeleFax	0141-2224855

I. NIT Reference:

1.	Name of Bidder			
2.	Name of Contact Person			
3.	Registered Office Address			
4.	Year of Establishment			
5.	Type of Firm	Public Limited	Private Limited	Others
	Put Tick(√) mark			
6.	Telephone Number(s)			
7.	GST Number			
8.	PAN Card Number			
9.	Email Address			
10.	Website			
11.	Fax No.			
12.	Mobile Number			
13.	Area of Specialization			

II. The Tender fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been deposited vide Demand Draft receipt no. _____ Dated _____.

III. The DOIT&C Processing fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been deposited vide Demand Draft receipt no. _____ Dated _____.

IV. The rates quoted are valid up to _____. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.

V. Following documents are attached towards the proof of bid security deposited.

S. No.	Earnest Money Deposited through	Number	Dated
1.	Demand Draft		
2.	Banker's Cheque (Local only)		

VI. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets.

Signature & Seal of Bidder

ANNEXURE-13: EXISTING SITE PICTURES













ANNEXURE-14: Stamp Duty on Bank Guarantee/ Agreement

 **RajCOMP Info Services Ltd.**
(A Government of Rajasthan undertaking)
Email: kaushal.risl@rajasthan.gov.in
Website: www.rajcomp.net

U.O. Note

In continues of earlier U.O Note No. F 2.9 (03)/RISL/Misc/2011-12/2359 Dated 28-06-2022 and Notification of Finance Department, GoR dated 06-11-2020 (Copy attached) the value of stamp duty on bank guarantee/ Agreements with suppliers in case of other then those of Pure service Contract, the Stamp duty shall be as under:-

S.No	Amount or value of the works contract	Stamp duty
1	Upto Rupee Fifty Lakhs	Rupees One Thousand
2	More than Fifty Lakhs	0.15% of the amount or value of the works contract subject to maximum of Rupees Twenty Five Lakhs


(Kaushal Suresh Gupta)
Dy. Manager (Finance)

ALL OIC's

Ref. No. F 2.9 (03)/RISL/Misc/2011-12/2610 Date:-07-07-2022

GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(TAX DIVISION)

Jaipur, dated: 06.11.2020

NOTIFICATION

In exercise of the powers conferred by sub-section (1) of section 9 of the Rajasthan Stamp Act, 1998 (Act No. 14 of 1999), the State Government being of the opinion that it is expedient in the public interest so to do, hereby orders that the stamp duty chargeable on the Works Contract shall be reduced and charged as under:-

S.No.	Amount or value of the works contract	Stamp duty
1.	upto Rupees Fifty Lakhs	Rupees One Thousand
2.	more than Fifty Lakhs	0.15% of the amount or value of the works contract subject to maximum of Rupees Twenty Five Lakhs

[No.F.2(31)FD/Tax/2019-253]
By order of the Governor,


(Nishant Jain)

Joint Secretary to the Government

Copy forwarded to the following for information & necessary action:-

1. Superintendent, Government Central Press, Jaipur for publication of this notification in part 4(c) of extra ordinary gazette Kindly send 10 copies of this notification to this department and 20 copies along with bill to Inspector General, Registration & Stamps, Rajasthan, Ajmer.
2. Pr. Secretary to Hon'ble Chief Minister (Finance), Rajasthan, Jaipur.
3. Accountant General, Rajasthan, Jaipur.
4. Inspector General, Registration & Stamps, Rajasthan, Ajmer.
5. PS to Additional Chief Secretary, Public Works Department.
6. PS to Principal Secretary, Finance Department.
7. PS to Principal Secretary, Law Department.
8. PS to Secretary, Finance (Revenue) Department.
9. Director, Public Relation Department, Rajasthan, Jaipur.
10. Technical Director, Finance (Computer Cell) Department, Secretariat, Jaipur.
11. Guard file.

Joint Secretary to the Government

	राजस्थान राजपत्र	RAJASTHAN GAZETTE
	विशेषांक	Extraordinary
	सापेक्ष प्रकाशित	Published by Authority
	आश्विन 28, बुधवार, शके 1944-अक्टूबर 20, 2022 Asvina 28, Thursday, Saka 1944- October 20, 2022	

भाग 4 (ग)

उप-खण्ड (1)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

Notification

Jaipur, October 19, 2022

G.S.R.85.-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2022.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Amendment of rule 75A.- In sub-rule (1) of rule 75A of the Rajasthan Transparency in Public Procurement Rules, 2013,-

(i) at the end of clause (iii) of explanation, for the existing punctuation mark ".", the punctuation mark ":" shall be substitute; and

(ii) after the explanation, so amended, the following proviso shall be added, namely:-

"Provided that in case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SaMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken."

[No. F.2(1)FD/G&T(SPPC)/2017]


By Order of the Governor,

Manish Mathur

Joint Secretary to the Government.

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Government Central Press, Jaipur.

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भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, October 22, 2021

G.S.R.364 -In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Insertion of new rule 75A.- After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

"75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule,-

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

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(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

[No. F.2(1)FD/G&T(SPFC)/2017]
By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मद्रासालय, जयपुर।

Annexure 15 : Checklist RFP for Repair works of Disaster Recovery (DR) Site Jodhpur

S.No.	Checklist Items	Status
1.	Copy of valid Registration Certificates as mentioned in Bidder's Qualification [Legal Entity]	<input type="checkbox"/>
2.	Copies of the work order as mentioned in Bidder's Qualification [Technical Experience]	<input type="checkbox"/>
3.	Copies of the completion certificate of Bidder as mentioned in Bidder's Qualification [Technical Experience]	<input type="checkbox"/>
4.	Copies of the BoQ of Bidder as mentioned in Bidder's Qualification [Technical Experience]	<input type="checkbox"/>
5.	Copies of the audited Balance Sheets of last three financial years duly certified by a Chartered Accountant as mentioned in bidder's qualification [Financial Turnover for Interior/civil/Electrical/Air conditioning works]	<input type="checkbox"/>
6.	Copy of positive financial networth duly CA certified as mentioned in bidder's qualification [Financial Networth]	<input type="checkbox"/>
7.	Copies of GSTIN as mentioned in bidder's qualification [Tax Registration and Clearance]	<input type="checkbox"/>
8.	Copies of PAN Cards as mentioned in bidder's qualification [Tax Registration and Clearance]	<input type="checkbox"/>
9.	Bidding Document Fee: Rs. 1,000/- (Rupees One Thousand only) in Demand Draft in favor of "The Commissioner, DOIT and C" Payable at Jaipur	<input type="checkbox"/>
10.	RISL Processing fee: Rs. 1,000/- (Rupees one thousand only) in Demand Draft in favor of " The Managing Director, RISL ", payable at " Jaipur	<input type="checkbox"/>
11.	Bid Security of amount: Rs.72000 (Seventy Two thousand only) in the form of Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favor of "The Commissioner, DOIT and C" payable at Jaipur	<input type="checkbox"/>
12.	ANNEXURE-3: A LISTS OF MAKES TO BE OFFERED BY BIDDER	<input type="checkbox"/>
13.	Annexure-4: Self Declaration	<input type="checkbox"/>
14.	Annexure-5: BIDDER'S AUTHORIZATION CERTIFICATE	<input type="checkbox"/>
15.	Annexure-6: TECHNICAL BID COVER LETTER	<input type="checkbox"/>
16.	Annexure-7: FINANCIAL BID COVER LETTER	<input type="checkbox"/>
17.	ANNEXURE-8 : FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE	<input type="checkbox"/>
18.	ANNEXURE-9: BANK GUARANTEE FORMAT	<input type="checkbox"/>
19.	ANNEXURE-10: DRAFT AGREEMENT FORMAT	<input type="checkbox"/>
20.	Annexure-12: Tender Form	<input type="checkbox"/>

I/We submit that we have submitted above documents as required.

Signature of Authorised signatory and seal

Name:

Designation: