

## Single Source RFQ for AMC of recording studio equipment's at CMR and Secretariat for three years

Reference No.: F3.3(559)/RISL/Pur/2025/5844

Date: 15/01/2026

Unique Bid number: RIS2526SLSS00066

<b>Mode of Bid Submission</b>	Online through eProcurement/ eTendering system at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
<b>Tendering Authority/ Purchaser</b>	Managing Director, RajCOMP Info Services Limited (RISL), First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

**Bidding Document Fee: Rs. 2000/- (Rupees Two Thousand only)**

**RISL Processing fee: Rs. 2,000/- Only (Rupees Two Thousand Only)**

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

### RajCOMP Info Services Limited (RISL)

1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 91 (141) 4031900 Fax: 91 (141) 2228701

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

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## **ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RISL, Govt. of Rajasthan in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order till completion of services as per scope of work.
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ Gol
<b>DeitY, Gol</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Centre
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>Gol/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form,

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

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


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

Reference No.: F3.3(559)/RISL/Pur/2025/5844

Date: 15-01-2026

Unique Bid No.: **RIS2526SLSS00066**

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>• Name: RajCOMP Info Services Limited (RISL)</li> <li>• Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>• Name: Sh. Mehandi Abbas</li> <li>• Designation: System Analyst (Joint Director)</li> <li>• Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>• Email: <a href="mailto:mehandi.abbas@rajasthan.gov.in">mehandi.abbas@rajasthan.gov.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	Single Source RFQ for AMC of recording studio equipment's at CMR and Secretariat for three years
<b>Bid Procedure</b>	Single Stage- Single Envelop Bid Procedure
<b>Bid Evaluation Criteria (Selection Method)</b>	Single Source Procurement
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>• Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.doitc.rajasthan.gov.in">http://www.doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></li> <li>• Bidding document fee: Rs. 2000/- (Rupees Two Thousand only) in Cash/ Demand Draft/ Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>• RISL Processing Fee: Rs. 2000/- (Rupees Two Thousand only) in Demand Draft/Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	Rs 1.30 Cr. inclusive GST. (Rs. One Crore Thirty Lakh Only)
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	Only to M/s Vedant Synergy Pvt. Ltd. under Single Source Procurement <ul style="list-style-type: none"> <li>• Start Date: 15/01/2026 at 5:00 PM</li> <li>• End Date: 21/01/2026 till 3:00 PM</li> </ul>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>• Manner: Online at eProc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>• Start Date: 15/01/2026 at 5:00 PM</li> <li>• End Date: 21/01/2026 till 3:00 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee and Processing Fee*</b>	Upto 21/01/2026 till 3:00 PM
<b>Date/ Time/ Place of Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: 21/01/2026</li> <li>• Time: 4:00 PM</li> <li>• Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Bid Validity</b>	90 days from the bid submission deadline



Note:

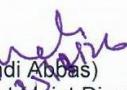
- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees and RISL Processing Fees should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should 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 and RISL Processing Fee upto time mentioned above in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and RISL Processing Fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

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

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

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

- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

  
(Mehandi Abbas)  
System Analyst (Joint Director)

## **Project Profile and Background Information**

### **1) Project Profile**

- A. Government of Rajasthan has been committed to implement a transparent and accountable governance and with this intention Rajasthan has become one of the pioneer state in implementing lots of innovative solutions for the benefit of citizens.
- B. The Government of Rajasthan has introduced many citizen-centric schemes/programs in its budget. As a result, electronic media is continuously conducting interviews and live discussions with the honorable Chief Minister. Due to this, a studio has been setup at Hon'ble Chief Minister (CMR) and at Secretariat. This studio used for live broadcasting, video recordings, VC sessions, and webinars to publicize government schemes.
- C. As RISL is a state-level nodal agency for the execution of various IT and e-governance projects, it has received a requirement for Annual Comprehensive Maintenance of studio for Hon'ble Chief Minister, Rajasthan at CMR and studio at Secretariat.
- D. Therefore, RISL intends to enter into a Single Source Procurement method for AMC of recording studio equipment's at CMR and Secretariat for three years.

### **2) Objectives of the Project:**

The prime objective of the project is for AMC of recording studio equipment's that is able to record, capture and transmit video in real time and in recorded (both mode) across multiple geographical locations from a centralised studio at following locations:

1. 3<sup>rd</sup> Floor, Library Building, Secretariat
2. Chief Minister Residence (CMR)

### **3) About the Department**

- A. RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan.
- B. RISL is designated State Designated Agency (SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs) and Facilitate State Government for implementing e-Procurement Project. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

## **2. SCOPE OF WORK, DELIVERABLES & TIMELINES**

### **3.1 Details of Scope of work (SoW)**

The successful bidder, hereinafter referred to as System Integrator (SI), shall provide quality & timely services to GoR. All the activities performed by the SI during different phases/ stages of the project shall be closely monitored by DoIT&C/ RISL. The bidders are strongly advised to carefully read the Scope of Work.

The primary requirement is the AMC of recording studio equipments.

#### **3.1.1 AMC of recording studio equipment's at CMR and Secretariat:**

RISL is having fully functional recording studio's at following locations:

1. 3<sup>rd</sup> Floor, Library Building, Secretariat
2. Chief Minister Residence (CMR)

These studios are being used to record events and speeches to be filmed and may be broadcasted live via RSWAN/ RajNet to the stages on need basis.

The SI needs to keep backup of all the necessary hardware and software items required for smooth execution of the project. The tentative list of the items to be maintained under AMC has been mentioned in the Annexure 1. However, if any additional item is required which has not been mentioned in the BOM, the same has to be provisioned by the bidder without any additional cost. The SI shall be responsible to conduct a site survey for necessary cost preparation.

During AMC period the SI shall:

- i. Deploy the resources as mentioned in the Annexure-1 (BOM) for the entire O&M phase of the project at designated locations to provide operation and maintenance support for the solution and managing live/ recorded events
- ii. Provide onsite preventive and regular maintenance services for all installed hardware, software and other ancillary equipment for recording Studio. This involves comprehensive onsite maintenance of all installed hardware & software which also covers the equipments that are under warranty. The SI shall take action as per 'Warranty' clause including repairing, replacement of faulty parts, modules, sub-modules, assemblies, sub-assemblies, spares etc. with genuine OEM components wherever applicable to make the system functional/ operational as per SLA.
- iii. Provide necessary helpdesk support through any helpdesk number / email address so that end user may report any issue during the operation and maintenance phase of the project. The helpdesk should be operational on all

working days. The help desk may be required on Saturdays/ Sundays and Public holidays as well based on the requirement of RISL and schedule of events.

- iv. During events the SI may deploy additional resources for the smooth and seamless projection of images and contents, video editing during any events.
- v. The staff provided by the SI will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. RISL will examine the qualification, experience etc. of the personnel provided before they are put on positions. The SI has to take approval from RISL for the proposed staff before their deployment. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/project.
- vi. AMC cost of cables, memory card, batteries for microphones and converters (HDMI to VGA, Display Port to VGA & Display port to HDMI) and cable (HDMI to HDMI, VGA to VGA) or any other cable, etc. installed in the studio for connectivity is included in overall AMC cost.
- vii. Event Management:
  - a) It is envisaged that per year approximately 50 numbers of events shall occur based on the requirement of the Rajasthan Government. The SI shall be responsible for end to end management of system for projection of desired contents as decided by RISL including the logistics. The event streaming shall be recorded and stored for future reference as per the requirement of the RISL.
  - b) The selected bidder should prepare the content of the event and get the same approved by the designated officer of RISL/User Department.
  - c) SI shall conduct necessary review of the arrangements at the venue prior to the beginning of event in consultation with officers nominated by RISL/User Department.
  - d) The SI shall reach the location in advance (at least 1 hours prior to the scheduled start time of the event) for the smooth and seamless execution of events
  - e) The quality of the content should enable real life size projection of the person/ object.
  - f) The SI shall conduct audio and visual testing of the project unit and ancillary equipment to ensure that the event is conducted in a smooth and hassle-free manner.
  - g) After the successful completion of the event, the SI shall submit the video recordings with date and time stamping (in DVDs/Pen Drive/Hard Disk) of the

event. The required media (DVDs/Pen Drive/Hard Disk) shall be procured by the selected bidder.

- h) RISL will intimate the SI in advance (as soon as the information received) regarding the event. DoITC/ RISL/User Department will help for necessary approval (if any) required from the local administration.
- i) Selected bidder shall be responsible to ensure daily backup and recovery of Database and deployed solution.
- j) Download definitions/ patches/ updates/ upgrades/ firmware update / service packs of the deployed solution and ensure the desired uptime.
- k) The SI shall also be responsible for necessary enhancements in the overall solution as per the requirement of RISL/User Department during the Operation and Maintenance phase
- l) The SI shall be responsible for providing Annual Technical Support for all the deployed components as a part of the overall solution

**viii. Preventive Maintenance**

The SI shall provide preventive maintenance services for all the equipment's under AMC at least once in every quarter. The preventive maintenance shall include -

- a. Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
- b. Conduct inspection (check for loose contacts in the cable and connections etc.), testing, satisfactory execution of diagnostics and necessary repairing of equipment.
- c. SI shall intimate and take approval from purchaser before carrying out preventive maintenance activity.
- d. SI shall maintain a register of item wise preventive maintenance done.
- e. Ensure Properly dressed power and data cabling for all systems and devices so as not to cause interference with video signals and data networks.
- f. Bidder shall also ensure that the interiors and premises of the new studio are clean and tidy during the whole project duration.
- g. The SI shall conduct audio and visual testing of the projection and sound system and conduct routine maintenance checks on all installed ancillary equipment to ensure that the studio is fully functional at all given times.

**ix. Corrective Maintenance:**

- a) The SI shall be responsible for up keep and maintenance of the entire solution.
- b) The SI shall also keep documentation of problems, isolation, and cause and rectification procedures for building knowledge base for the known problems.

**x. Vendor Management Services**

- a) The SI shall coordinate with external vendors (telecom operators, event management agencies etc.) for upkeep of equipment deployed to meet the

SLA and shall liaison with various vendors/OEMS for all deployed and required items

- b) The SI should maintain database of the various vendors and service providers, including vendors for hardware under warranty, service providers etc. with details like contact person, telephone numbers, escalation matrix, response time and resolution time commitments etc.
- c) The SI should, if required escalate and log calls with vendors/ OEM and other service providers and coordinate with them to get the problems resolved.
- d) Coordination with the Telecom Service Provider for ensuring Operations and Maintenance of networking hardware to ensure compliance to the SLAs as offered by Service Provider.
- e) Responsible for SLA monitoring, Fault reporting, and co-ordinate for Troubleshooting with the Telecom Service provider to rectify network error (if required).

**xi. MIS Reports:**

- a) The SI shall have to submit certain key reports which are required from tendering authority. However, in addition to the reports/ deliverables as indicated in RFQ, SI shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.
- b) The formats for all the reports shall be prepared by the SI and submitted to the purchaser for approval. The reports submitted by the SI should strictly be in the approved format only which, if required, may be revised from time to time.

**xii. AMC Support**

The SI shall be responsible for providing three years of AMC support and replacement of the hardware / software and other related equipment (provided as a part of the overall solution by the bidder) due to malfunctioning and ensure compliance of SLA as mentioned in this RFQ for recording studio equipment's at CMR and Secretariat

**xiii. Miscellaneous Services for 3rd Floor, Library Building, Secretariat and CMR Studio**

If any services have not been mentioned in the scope of the work and RISL/DoIT&C/User Dept. is willing to take such type of services, the same can be obtained from the firm as per the following procedure:

- A request shall be made by the RISL.

- A detailed proposal including cost estimates shall be provided by the firm.
- The cost estimates received shall be evaluated by the RISL and if found suitable (after negotiation, if required) the order shall be placed to the firm.

### 3.2 Project Duration

- i. The expected Contract/ Project Period shall commence from the date of award of work order and there after three (3) years of Operation and Maintenance Phase.
- ii. It is responsibility of SI to scale up the Support and Maintenance team as and when required to confirm smooth project execution throughout the duration

### 3.3 Role and Responsibilities of Stakeholders/SI

#### 3.3.1 Responsibilities of RISL/User Department:

- a. Overall monitoring of the progress of the project
- b. Coordination with all the stakeholder involved for successful implementation of the project
- c. Provide administrative support to the implementation agency
- d. Review and approve project management plan and deliverables of the implementation agency/ system integrator
- e. Assist in getting statutory approval from the concerned authority wherever applicable
- f. Review and monitoring of Change Management Initiatives
- g. Provide the common Hardware Infrastructure to host the solution at RSDC

#### 3.3.2 Responsibilities of System Integrator:

- a. As per the Scope of work defined in this RFQ.

### 3.4 Project Deliverables, Milestones, Time Schedule and Payment Schedule

S. No.	Project Activity/Scope of Work	Deliverables (Reports/Docs./Infra.)	Timelines (T= Date of Issue of Work Order)	Payable Amount
1.	AMC of recording studio equipment's at CMR and Secretariat for three years	<p>I. Preventive Maintenance Report</p> <p>II. SLA Compliance/Call reports of faulty equipments and Satisfactory performance report/feedback signed by concerned officer of User Dept.</p> <p>III. Video Recordings and photographs of the event with date and time stampings on the recording and photographs to be submitted to User Dept. and a receipt of same to</p>	<p>Quarterly</p> <p>Quarterly</p> <p>In case if any, quarterly</p>	12 equal instalments on quarterly basis of the quoted cost in BoQ

		RISL.		
2.	Onsite Manpower Deployment for a period of three year from the date of deployment	I. Deployment Certificate for Resource duly signed by HR/Authorized Signatory  II. Duly verified CV by company HR/Authorized Signatory	T+ 30 days	12 equal instalments on quarterly basis of the quoted cost in BoQ
		I. Attendance Report for deployed manpower  II. Quarterly satisfactory performance report signed by concerned officer of User Dept.	Quarterly	

The SI shall be responsible to submit deliverables as per the agreed timeline.

- T is the event marking RISL issuing the Work Order to the successful bidder
- PSD shall be refunded after completion of contract period based on satisfactory services provided during the contract period.
- The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the supplier/ selected bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

### 3. INSTRUCTION TO BIDDERS (ITB)

#### 1) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid for 90 days from last date of bid submisson.
- 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.

#### 2) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <https://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single Stage Single Part / Cover eBid procedure shall be followed for the submission of required documents / undertaking along with financials (BoQ),as per RFQ: -
- d) The bid shall consist of the following documents: -

Sr.	Documents Type	Document Format
<b>Fee Details</b>		
1.	<b>Bidding document fee:</b> Rs. 2000/- (Rupees Two Thousand only) in Cash/ Demand Draft/ Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur".	Instrument/ Proof of submission (PDF)
2.	<b>RISL Processing Fee:</b> Rs. 2000/- (Rupees Two Thousand only) in Demand Draft/Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur".	Instrument/ Proof of submission (PDF)
Note: Bidding document Fee and RISL Processing Fees should be submitted physically at the office of Tendering Authority as per NIB and scanned copy of same should also be uploaded along with the Bid.		
<b>General Documents</b>		
3.	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 2
4.	The bidder should have a registered number of i. GST IN ii. Income Tax / Pan number	Copies of relevant certificates of registration
5.	Bill of Material with compliance for 3 years AMC (Yes/No)	As per Annexure 1
6.	Self-Declaration	As per Annexure 3
7.	Certificate of Conformity/ No Deviation	As per Annexure 4

8.	Undertaking on Authenticity of Equipment's	As per Annexure 5
9.	Tender Summary Form	As per Annexure 10
10.	Indicative Confidentiality and Non-Disclosure Agreement	As per Annexure 11
11.	Declaration by bidder	As per Annexure 13
12.	Certificate for Prior Registration for Public Procurements	As per Annexure 14
13.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-6
<b>Financial BoQ</b>		
14.	Financial Bid	As per BoQ (.XLS) format available on e-Procurement portal

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

**3) 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.

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

- Bids shall be received online at portal, up to the time and date specified in the NIB.

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

- 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".
- Bids withdrawn shall not be opened and processes further.
- No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

## 6) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) All the documents comprising of technical Bid/ financial bid shall be opened & downloaded from the e-Procurement website.
- d) 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 fees as per NIB;
  - 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.
- e) Bid shall be rejected at the time of Bid opening if proof of payment or instrument of the required price of processing fee not submitted.

## 7) Selection Method

Being a single source method, the bid may be accepted for its financial quote or agreed price after negotiations, as the case may be.

## 8) 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.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

## 9) Evaluation & Tabulation of Technical Bids

### a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of the Bid on the basis of bidding document and the provisions.
- b. 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.
- c. 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, GST certificate, ISO 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 non conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

### c) Technical Evaluation Criteria

Bid shall be evaluated based on the documents submitted as part of bid. Bid shall contain all the documents as asked in the clause "Format and signing of Bids".

## 10) 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 single part/ cover Bid system, where Bid is received in single cover along with requisite processing fee within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;
- b) conditional Bid are liable to be rejected;

- c) 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;
- d) the bid shall be evaluated by the committee before and after negotiations, as the case may be.
- e) 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.

#### **11) 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.

#### **12) Negotiations**

- a) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- b) 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.

#### **13) 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) The Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- c) 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.
- d) 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 5 days from letter of intent is dispatched to the bidder.
- e) 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.

#### **14) Procuring entity's right to accept or reject the Bid**

The Procuring entity reserves the right to accept or reject the Bid

#### **15) Right to vary quantity**

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract.
- c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive Bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - b. 50% of the value of goods or services of the original contract.

#### **16) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) 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 shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
  - a. Deposit through eGRAS;
  - b. Bank Draft or Banker's Cheque of a scheduled bank;
  - c. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - d. Bank guarantee/s or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee electronic bank guarantee (e-BG) shall be same as mentioned in the bidding document for bid security;
  - e. 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 shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. In no any recovery or forfeiture then PSD will be returned in original within 3 months after completion of warranty/AMC 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.

#### 17) Additional Performance Security

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

For the purpose of this rule-

- a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- d) The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder

#### 18) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder and submit PSD as required
- c) 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.

#### 19) 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.

## 20) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
  - a. at any time prior to the acceptance of the successful Bid; or
  - c) If a bidder is convicted of any offence under the Act, the procuring entity may: -
    - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
    - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

## 21) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -

- a. Prohibiting
  - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
  - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
- c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions 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 ;
- 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.

## 22) 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.

### 23) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :  
**First Appellate Authority:** Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan  
**Second Appellate Authority:** Secretary, Finance(Budget) Department, Govt. of Rajasthan
- 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 authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.

- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

#### **24) 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.

#### **25) 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.

#### **26) 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.

#### **27) 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 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.

#### **28) 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.

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

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

##### **1) Joint Venture, Consortium or Association**

Consortium of firms is not eligible to bid. Further, the selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

##### **2) Eligible Goods and Related Services**

a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

##### **3) Notices**

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

##### **4) 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.

##### **5) 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.

##### **6) 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.

##### **7) Recoveries from Supplier/ Selected Bidder**

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.

- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- 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.

**8) Taxes & Duties**

- a) The TDS, GST if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder 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.

**9) Confidential Information**

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

received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i. the Purchaser or Supplier/ Selected Bidder need to share with 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.

## 10) 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 conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
  - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

- c) 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.

**11) Insurance**

- a) The goods will be delivered at the destination godown in perfect condition. 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.

**12) Transportation**

The supplier/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of 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.

**13) Inspection**

- a) The Purchase Officer or authorized committee or 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.

**14) 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 RISL's 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.

**15) Freight**

- a) 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 suppliers bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the

competent authority on the period of extension which should be granted with or without liquidated damages.

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

N o.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed	5.0 %

	period of delivery, successful installation and completion of work	
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. \*The percentage refers to the payment due for the associated works/ goods/ service.
- iv. 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.
- v. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

## 17) Authenticity of Equipment

- a) The selected bidder shall certify (as per Annexure-5) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

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

**18) Warranty/AMC**

- a) The bidder must provide AMC for 3 years as per scope of work for items as specified in Annexure-1 (BoM)/BoQ.
- 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/support period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods
- f) The warranty on supplied software media, if any, should be at least 90 days.

**19) Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that 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 RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RISL, the RISL may take the case with the supplier/ selected bidder on similar lines.

## 20) **Termination**

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

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

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

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

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

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The 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.

## 21) Settlement of Disputes

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

## 22) Provision in Conflict

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

## 5. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

### 1. Service Level Standards/ Requirements/ Agreement

a) **Monitoring & Evaluation:** The selected bidder shall provide and make use of following system for monitoring and evaluation

S. No	SLA	Monitoring System
1.	Non-Availability of Manpower	Attendance Register at concerned recording studio

b) **Review Committee and Review Mechanism:** The designated review committee/members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the selected bidder. The review would include but not be limited to: -

- Service provided during the review period
- Major incidents during the review period
- Problems that remain outstanding
- Review of Change requests/Variation and progress for enhancements
- Future events or business developments that will affect the Service
- Review any potential changes required to the SLA
- Agree items for submission to the executive decision making
- Review schedules for Services provided.

c) The SI is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this section. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e., the RISL and SI.

d) Penalty for downtime: If the selected bidder fails to deliver the required services due to reasons attributable to him like non-functioning of the hardware/ system, non-accessibility of the delayed solution, non-availability of the technical personnel/ manpower, etc. the cumulative penalty, as applicable, would be imposed while processing the payment for respective milestone.

e) Following tables outline the key service level requirements for the system, which needs be ensured by the SI during the operations and maintenance period. These requirements shall be strictly imposed and either the RISL or a third-party audit/certification agency shall be deployed for certifying the performance of the SI against the target performance metrics as outlined in the tables below.

A) In case of indicative critical equipments/Items as listed at Annexure-1 for AMC

Particulars	Time to resolve complaints after lodging	Penalty
Standby/Repair/ replacement of faulty equipments/Software /Solution/ Item	Within 4 hours of lodging the complaint	No penalty
	After 4 hours of lodging the complaint <ul style="list-style-type: none"> <li>• Restoring functionality by providing standby equipment with same or higher configuration of already</li> </ul>	No penalty

installed equipment	
	After 4 hours of lodging the complaint and not providing standby equipment with same or higher configuration of already installed equipment or not restoring functionality  1% of the cost of the affected item per day

Note: Critical equipments/Items list may be updated during the project period by RISL/User Department based on the project experience.

**B) In case of semi-critical equipments/Items for AMC as listed at Annexure-1 for AMC**

<b>Particulars</b>	<b>Time to resolve complaints after lodging</b>	<b>Penalty</b>
<b>Standby/Repair/replacement of faulty equipments/Software /Solution/ Item</b>	Within 48 hours of lodging the complaint	No penalty
	After 48 hours of lodging the complaint <ul style="list-style-type: none"> <li>• Restoring functionality by providing standby equipment with same or higher configuration of already installed equipment</li> </ul>	No penalty
	After 48 hours of lodging the complaint and not providing standby equipment with same or higher configuration of already installed equipment or not restoring functionality	0.5% of the cost of the affected item per day

Note: Semi-critical equipments/Items list may be updated during the project period by RISL/User Department based on the project experience.

**C) In case of Non-critical equipments/Items for AMC as listed at Annexure-1 for AMC**

<b>Particulars</b>	<b>Time to resolve complaints after lodging</b>	<b>Penalty</b>
<b>Standby/Repair/replacement of faulty equipments/Software /Solution/ Item</b>	Within 72 hours of lodging the complaint	No penalty
	After 72 hours of lodging the complaint <ul style="list-style-type: none"> <li>• Restoring functionality by providing standby equipment with same or higher configuration of already installed equipment</li> </ul>	No penalty
	After 72 hours of lodging the complaint and not providing standby equipment with same or higher configuration of already installed equipment or not restoring functionality	0.5% of the cost of the affected item per day

Note: Non-critical equipments/Items list may be updated during the project period by RISL/User Department based on the project experience.

**f) Penalty for Non-Availability of deployed Personnel/ Resources/ Manpower**

Maximum of 16.5 leaves per quarter on pro rata basis shall be allowed for resource deployed onsite at concerned recording studio. Leaves not taken in a quarter shall be accumulated and carried forward to the subsequent quarter for a period of maximum 1 year from the date of deployment.

Note: These 16.5 leaves include leaves of Saturday/Sunday/Govt. Holiday for that quarter.

In case resource needs to take off/leave from the duty, he has to take due approval from RISL/User Department authorities. In case total number of leaves exceed the maximum allowed leaves in that quarter, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:

Resource Type	Penalty Per Day of Non-Availability (to be deducted from the total payable amount)
Broadcast Engineer/Studio Engineer/ Videographer	Rs. 1500/- per day.

However, above Penalty would not be applicable if standby manpower resource joins the office in lieu of proposed manpower resource.

Other than normal office hours, if requirement for using the studio is raised by CMR/Studio (Secretariat Building)/User Dept., the resources would be made available by the firm. The successful bidder shall be responsible for compliances of all statutory laws, such as Minimum Wages Act and other applicable laws. Other provision like provident fund, ESI etc. shall be complied by the successful bidder.

**g) Penalty Capping for AMC:**

**Item wise capping for AMC:** 100% of the cost of affected item.

**Overall Capping:** Maximum penalty cap is 20% of the total amount due for payment cycle (quarter) for AMC. If for three consecutive payment cycle max. penalty of 20% is imposed than in 3rd payment cycle, as per actual penalty shall be imposed and notice for termination of contract to the firm shall be issued.

**Example**

Payment Cycle	AMC Due (in INR)	Actual Penalty (in INR)	Penalty Applied (in INR)	Remarks
Quarter 1	100,000	25,000	20,000	Capped at 20%
Quarter 2	100,000	30,000	20,000	Capped at 20%
Quarter 3	100,000	35,000	35,000	Actual penalty + termination notice

**h) Penalty Capping for Manpower:** The maximum total penalty in any quarter for "Manpower" shall not be more than 50% of total amount due for payment cycle beyond which the tendering authority will be free to initiate action as per RFQ terms and condition for breach of SLA. The tendering authority may also forfeit the PSD and also debar the SI from bidding (for all types and form of bids) for at least three years in RISL and DoIT&C.

## 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) RISL 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 RISL.
  - ✓ The method of deployment, shipping or packing.
  - ✓ Schedule for Installation Acceptance.
  - ✓ The place of delivery and/or the services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
  - ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
  - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
  - ✓ Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
  - ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
  - ✓ Verification of the change - The change will be verified by RISL on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- e) While approving any change request, if required, RISL may ask the bidder to deploy the required resources on-site.

f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RISL change order which shall not be unreasonably withheld or delayed.

Please note: for change requests pertaining to the solution enhancement scope, the SI needs to justify the change request and submit the effort estimation required for making necessary changes in the deployed solution. Department shall verify the estimated effort details submitted by the Selected Bidder and the final effort required for executing the change request shall be mutually agreed between the Selected Bidder and the Purchaser.

**ANNEXURE-1: BILL OF MATERIAL (BoM)**
**A. Item List for AMC of Recording studio equipment's for three years**
**I. Studio at Honourable CM Residence (CMR)**

Sr.	Item Description	Make and Model	Qty.	Unit	Criticality	Repair /Replace at following locations	Bidder to fill Compliance for 3 years AMC (Yes/No)
	<b>Studio Controls, Video Processing, Streaming &amp; Content Management System</b>						
1.	Software VC Codec & Media Server with Content Management Software	HP VICTUS GT TG-02-0005IN + Adobe Pro	1	Set	Semi-Critical	OEM Service Center	
2.	Systems Management Laptop PC with Carrying case	HP 15S-DU3519 TX	1	Nos.	Semi-Critical	OEM Service Center	
3.	Multi-Camera Encoder/Streamer, Switcher/Monitor & Recorder	YOLOLIV YOLOBOX PRO	1	Set	Semi-Critical	OEM Service Center	
	<b>Studio Camera &amp; Teleprompter System</b>						
1.	Professional Cam Camera • Standard Accessories• Additional Accessories: Additional Battery • Memory Card 256GB • Camera Soft Carrying Case • LED Video Light for Camcorder • High Strength Aluminium Alloy Camera/Teleprompter Tripod Stand with soft carrying case	SONY PXW-Z190	3	Set	Semi-Critical	OEM Service Center	
2.	Camcorder Aluminium Alloy Monopod with	MILIBOO MTT-705AS	1	Set	Non-Critical	OEM Service Center	

	Professional Video Head with Soft Carrying Case						
3.	Studio Camera mounted 19" Teleprompter with 2xWireless Remote, Operator Desktop Console: with 1x4 HDMI Distribution Amplifier, with necessary stand, cable & accessories	SAMVAD QUICK PRO 19"	1	Set	Semi-Critical	OEM Service Center	
4.	Speech Master Studio Floor Mounted Teleprompter (Size 11") Dual Stand with necessary stand, cable & accessories	SAMVAD SPEECH PRO TELEPROMPTER	1	Set	Semi-Critical	OEM Service Center	
5.	Mobile Presidential Speech Teleprompter (Size 17") with Hard Carrying Case HDMI Splitter with necessary stand, cable & accessories	FORTINGE PROC17-HB	2	Set	Semi-Critical	OEM Service Center	
<b>Studio Lighting &amp; Backdrop System</b>							
1.	200W LED Flood Light Tunable	EFFECTRON ELL-FL4100	8	Nos.	Semi-Critical	OEM Service Center	
2.	200W LED Fresnel Spotlight, Tunable & Dimmable.	EFFECTRON ELL-FR-200	4	Nos.	Semi-Critical	OEM Service Center	
3.	200w LED Video Panel Light Tunable & Dimmable.	EFFECTRON ELL-VL-19202	6	Nos.	Semi-Critical	OEM Service Center	
4.	DMX Lighting Controller with Rack mount photo isolator DMX splitter	EFFECTRON DMX CONTROLLER	1	Nos.	Critical	OEM Service Center	
5.	Studio Pantograph Lights Track System with 10 numbers of extenders	Pantograph light stand	1	Nos.	Non-Critical	Local Repair	
6.	Ceiling General lighting LED fixture	Havells Venus Neo	4	Nos.	Semi-Critical	OEM Service Center	

7.	Custom Made Studio Motorized Backdrop System with Croma Fabric of 15'x 11 with Remote	Dooya 45-RQ-6/28 Roller Motor + Chroma Fabric	1	Nos.	Non-Critical	Local Repair	
8.	Studio Motorized Backdrop System with Croma Fabric of 8'x 11 with Remote	Dooya 45-RQ-6/28 Roller Motor+Chroma fabric	2	Nos.	Non-Critical	Local Repair	
	<b>Video, Sound Reinforcement &amp; audio Microphone System</b>						
1.	Cordless Microphone Dual with dual Lapel microphone with Compatible, cable/Connectors & Soft Carrying Case	RODE Wireless Go II and Lavalier Go	2	set	Semi-Critical	OEM Service Center	
2.	Wireless Handheld Microphone with camera mountable Receiver with Compatible, cable/Connectors & Soft Carrying Case	SENNHEISER EW 13SP G4	1	Set	Semi-Critical	OEM Service Center	
3.	Ceiling Microphone with Compatible, cable/Connectors & Controller software	SENNHEISER Team Connect Ceiling 2	1	Set	Semi-Critical	OEM Service Center	
4.	Audio Digital Mixer with DSP with Compatible, cable/Connectors & Controlling software with compatible 8p PoE Network Switch	HARMAN UI 16	1	Set	Critical	OEM Service Center	
5.	Wireless Headphone with compatible Bluetooth Transmitter	SENNHEISER HD350BT	1	Nos.	Semi-Critical	OEM Service Center	
6.	Wired Headphone	SENNHEISER HD206	1	Nos.	Semi-Critical	OEM Service Center	
7.	Audio Amplifier	BOSCH LBD-1930	1	Nos.	Semi-Critical	OEM Service Center	
8.	Column Speaker with wall mount Stand	AUDAC KYRA6/B	2	Nos.	Semi-Critical	OEM Service Center	

9.	8X8 HDMI Matrix Switcher with all cable, connectors and accessories	MILESTONE PRO MP-MUH-88A2-H2	1	Nos.	Semi-Critical	OEM Service Center	
	<b>Studio Civil &amp; Electrical Work with Acoustic Treatment</b>						
1.	Armstrong Acoustic false Ceiling Tile with Armstrong Ceiling Grid System & all Accessories.	ARMSTRONG SIERRA MICROLOOK	290	Sqft.	Non-Critical	Local Repair	
2.	Armstrong Acoustic Fabric Wall Panel GI Wall Grid System & all Accessories	ARMSTRONG OPTRA WALL PANNEL	273	Sqft.	Non-Critical	Local Repair	
3.	Armstrong Acoustic Wooden Slat Panel GI Wall Grid System & all Accessories	ARMSTRONG WOODWORKS CHANNELLED PLANKS	547	Sqft.	Non-Critical	Local Repair	
4.	Anti-static Floor Carpet Tiles	MILLIKEN FIXATION XN 22 TILE	381	Sqft.	Non-Critical	Local Repair	
5.	Ceiling/wall with 50mm PU insulation, Wall/ ceiling Panels mounted on MS Frames with proper slopes with indoor lining of the wall cavities with 12mm Fire Retardant Plywood with Weather Ceiling of the structure	PRONTO PANELS 50MM	1	Set	Non-Critical	Local Repair	
6.	Custom-built Acoustic studio Doors of 50 mm thickness with fixing of suitable laminates to be Merged with Wall Panel; Polished Teak wood Wall frame & Accessories like Hettich 2D Adjustable Concealed Hinges, Concealed Door Closer, handle and other necessary	CUSTOMIZED	3	Nos.	Non-Critical	Local Repair	

	accessories etc.						
7.	Custom-made Equipment Cabinet with modular accessories for drawers and cabinets with sitting arrangement of the operator	CUSTOMIZED	1	Nos.	Non-Critical	Local Repair	
8.	Studio's men's room with architectural Wall cladding film, internal concealed electrical point wiring, Toilet lighting fixtures etc.	CUSTOMIZED	1	Lot	Non-Critical	Local Repair	
9.	Custom Made 2 Nos of Studio Premium Lounge Chairs with Table/stool	CUSTOMIZED	1	Set	Non-Critical	Local Repair	
10.	Floor mounted Aluminium Raceway, Floor Junction Box with all accessories & switches/sockets	CUSTOMIZED	1	Lot	Non-Critical	Local Repair	
11.	Studio Electrical Accessories: Electric Distribution Box x2 Nos with MCBs, Power Switch Box, Power Cable, DMX Cable 5 Core Shielded, HDMI Cable, Data Cable; CAT6 Cable, Jelly Filled Telephone Cable, Microphone Cable, Speaker Cable in Conduits/Casings with all type of Connectors etc..	STANDARD	1	Lot	Semi-Critical	Local Repair	
12.	HVAC system with Hot & Cold Pump, VRV Type ODU: 5HP; Cassette IDU 4TR with Fresh Air Intake Function & Filter with 1xWired Remote unit & 1xWireless Remote unit;	DAIKIN RXYQ5ARV16 DAIKIN- FXFSQ125ARV16	1	Set	Semi-Critical	OEM Service Technician Site Visit	

	ceiling/Floor Mount Stand, VRV Copper piping, drainage/Fresh-Air Piping with complete necessary thermal insulation etc.						
13.	Air Purifier, 7 Stage, Ceiling Mount Cassette Type	ATLANTA AIR PURIFIER PUREZONE 1001	1	Set	Semi-Critical	OEM Service Technician Site Visit	

## II. Studio At Secretariat Library Building

Sr.	Item Description	Make and model	Qty.	Unit	Criticality	Repair /Replace at following locations	Bidder to fill Compliance for 3 years AMC (Yes/No)
	<b>Studio Camera System</b>						
1	Professional Cam Camera • Standard Accessories• Additional Accessories: Additional Battery • Memory Card 256GB • Camera Soft Carrying Case • LED Video Light for Camcorder • High Strength Camera/Teleprompter Tripod Stand with soft carrying case	SONY PXW-Z190	1	Set	Semi-Critical	OEM Service Center	
2	4K Camera with Extendable Tripod and Microphones for sound recording	SONY HXRNX5R	1	Nos.	Semi-Critical	OEM Service Center	
3	Sony NX5R Camera Battery(NPF-970/NPF-990)	Sony NPF-970	2	Nos.	Non-Critical	Consumable-Replace	
4.	Camcorder Monopod with Professional Video Head with Soft Carrying Case	MILIBOO MTT-705AS	1	Set	Non-Critical	OEM Service Center	
	Studio Lighting						
1.	200W LED Flood Light Tunable	EFFECTRON ELL-FL4100	3	Nos.	Semi-Critical	OEM Service Center	
2.	200w LED Video Panel Light Tunable& Dimmable.	EFFECTRON ELL-VL-19202	6	Nos.	Semi-Critical	OEM Service Center	
3.	200W LED Fresnel Spotlight, Tunable& Dimmable	EFFECTRON ELL-FR-200	2	Nos.	Semi-Critical	OEM Service Center	
4	Studio Pantograph Lights Track System with 10 numbers of extenders	Pantograph light stand	1	Nos.	Non-Critical	Local Repair	
5	Ceiling General lighting LED fixture	Havells Venus Neo	1	Nos.	Semi-Critical	OEM Service Center	

6	DMX Lighting Controller with Rack mount photo isolator DMX splitter	EFFECTRON DMX CONTROLLER	1	Set	Critical	OEM Service Center	
	Video Monitor & Microphone System						
1.	Cordless Microphone Dual with dual Lapel microphone with Compatible, cable/Connectors & Soft Carrying Case	RODE Wireless Go II and Lavalier Go	1	Set	Semi-Critical	OEM Service Center	
2	Head Phone (Apple)	Apple Air Pods MAX	1	Nos.	Semi-Critical	OEM Service Center	
3	Talkback With 4 belt pack	Camlink	1	Nos.	Semi-Critical	OEM Service Center	
4	5.1 Audio video System	Bosch Q44II +ELX200-12SP+EVID-5S-2B, Audio Technica AT ATDM-0604	1	Nos.	Semi-Critical	OEM Service Center	
5	2 Channel Audio Mixer Equipment	Behringer U-Phoria UMC202HD	1	Nos.	Critical	OEM Service Center	
6	2 GB Graphic Card	Zebronics GT610 2 GB DDR3	1	Nos.	Semi-Critical	OEM Service Center	
7	55" LED TV with floor mounted, height adjustable stand	LG 55UQ801C	1	Set	Semi-Critical	OEM Service Center	
8	USB-C Fusion MAX 6-in-1 Hub	Alogic	1	Nos.	Semi-Critical	OEM Service Center	
9	Wired Microphone	JBL CSSM100	2	Nos.	Semi-Critical	OEM Service Center	
10	Pop Filter	-	2	Nos.	Non-Critical	Local Repair	
11	Mic Stand	-	2	Nos.	Non-Critical	Local Repair	
	Studio Furniture						
1	Custom Made General Office Desk with additional free standing side Cabinet, Keyboard drawer & other accessories	CUSTOMIZED	1	Set	Non-Critical	Local Repair	
2	Hydraulic Anchoring Chair	CUSTOMIZED	3	Nos.	Non-Critical	Local Repair	

3	Custom Made Office 3Nos x2-Seater Sofa Set with 2x Centre Table & 1XCorner Table	CUSTOMIZED	1	Set	Non-Critical	Local Repair	
4	Table	CUSTOMIZED	4	Nos.	Non-Critical	Local Repair	
6	Chair	CUSTOMIZED	8	Nos.	Non-Critical	Local Repair	
	Desktop Computer for Studio						
1.	Desktop computer with keyboard, mouse & other accessories	HP VICTUS GT TG-02-0005IN	1	Set	Semi-Critical	OEM Service Center	
2	High-end Desktop Computer	HP VICTUS GT- TG02-0007IN	1	Set	Semi-Critical	OEM Service Center	
3	Desktop Computer	HP VICTUS GT TG-02-0005IN	1	Set	Semi-Critical	OEM Service Center	
4	iMAC-Apple	Apple - MGPH3HN/A	1	Nos.	Semi-Critical	OEM Service Center	
5	Media server	HP Z440	1	Nos.	Semi-Critical	OEM Service Center	
6	Multifunctional Laser Printer	MFP M329DW	1	Nos.	Semi-Critical	OEM Service Center	
7	AMC of Microsoft office home and business 2021(for iMac)	MS Office 2021 Home and Business	1	Nos.	Semi-Critical	Local	

**B. Manpower for recording studio equipment's for three years**

**Resource to be deployed as per Annexure-12 (Minimum qualification of the resources)**

**I. Manpower for O & M at Studio at CM Residence (CMR)**

Sr.	Item Description	Quantity	Manmonths	Unit	Bidder to fill Compliance for 3 years O&M
1	Videographer	2	36	Nos.	

**II. Manpower for O & M at Studio at Secretariat**

Sr.	Item Description	Quantity	Manmonths	Unit	Bidder to fill Compliance for 3 years AMC O&M
1	Broadcasting Engineer	1	36	Nos.	
2	Studio Engineer	1	36	Nos.	

**ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE{to be filled by the bidder}**

To,  
MD, RISL,  
Yojna Bhawan, C-Scheme,  
Jaipur

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: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-3: SELF-DECLARATION** {to be filled by the bidder}

To,  
MD, RISL,  
Yojna Bhawan, C-Scheme,  
Jaipur

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-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}**

To,  
MD, RISL,  
Yojna Bhawan, C-Scheme,  
Jaipur

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-5: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS** {to be filled by the bidder}

(On Rs. 100/- Non-judicial stamp paper purchased from Rajasthan State Only)

To,  
MD, RISL,  
Yojna Bhawan, C-Scheme,  
Jaipur

Reference: NIB No. \_\_\_\_\_ dated: \_\_\_\_\_

This has reference to the items being supplied/quoted to you vide bid ref. no. NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_. We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

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

Authorized Signatory

Name:

Designation:

**ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER** {to be submitted by the bidder on his Letter head}

To,  
MD, RISL,  
Yojna Bhawan,  
Jaipur

Reference: NIB No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:  
Authorized Signatory  
Name:  
Designation:



## Indicative Financial Bid Format

## Financial Bid Format

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

**A. PRICE SCHEDULE FOR AMC OF RECORDING STUDIO EQUIPMENT'S FOR THREE YEARS**

Sl.	Item Description	Quantity	Units	Unit Rate for 1 year AMC (in INR) including all Incidental Charges and all taxes but excluding CGST, SGST and IGST (as applicable)	CGST (in %) on Unit rate for 1 year AMC	CGST on Unit rate for 1 year AMC (in INR)	SGST (in %) on Unit rate for 1 year AMC	SGST on Unit rate for 1 year AMC (in INR)	IGST (in %) on Unit rate for 1 year AMC	IGST on Unit rate for 1 year AMC (in INR)	Total Amount (in INR.) Including all taxes and incidental charges (as applicable) for 1 Year	Total Amount (in INR.) Including all taxes and incidental charges (as applicable) for 3 Years
I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII=V+VII+I X+XI	XIII=(XII*III)*3

## Price schedule for AMC of existing Studio at CM Residence (CMR)

## Studio Camera & Teleprompter System

3.	Studio Camera mounted 19" Teleprompter with 2xWireless Remote, Operator Desktop Console: with 1x4 HDMI Distribution Amplifier, with necessary stand, cable & accessories	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	Speech Master Studio Floor Mounted Teleprompter (Size 11") Dual Stand with necessary stand, cable & accessories	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.	Mobile Presidential Speech Teleprompter (Size 17") with Hard Carrying Case HDMI Splitter with necessary stand, cable & accessories	2	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Studio Lighting &amp; Backdrop System</b>												
1.	200W LED Flood Light Tunable	8	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	200W LED Fresnel Spotlight, Tunable & Dimmable.	4	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	200w LED Video Panel Light Tunable & Dimmable.	6	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	DMX Lighting Controller with Rack mount photo isolator DMX splitter	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.	Studio Pantograph Lights Track System with 10 numbers of extenders	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.	Ceiling General lighting LED fixture	4	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.	Custom Made Studio Motorized Backdrop System with Croma Fabric of 15'x 11 with Remote	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.	Studio Motorized Backdrop System with Croma Fabric of 8'x 11 with Remote	2	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Video, Sound Reinforcement &amp; audio Microphone System</b>												

1.	Cordless Microphone Dual with dual Lapel microphone with Compatible, cable/Connectors & Soft Carrying Case	2	set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	Wireless Handheld Microphone with camera mountable Receiver with Compatible, cable/Connectors & Soft Carrying Case	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	Ceiling Microphone with Compatible, cable/Connectors & Controller software	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	Audio Digital Mixer with DSP with Compatible, cable/Connectors & Controlling software with compatible 8p PoE Network Switch	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.	Wireless Headphone with compatible Bluetooth Transmitter	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.	Wired Headphone	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.	Audio Amplifier	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.	Column Speaker with wall mount Stand	2	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.	8X8 HDMI Matrix Switcher with all cable, connectors and accessories	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Studio Civil &amp; Electrical Work with Acoustic Treatment</b>												
1.	Armstrong Acoustic false Ceiling Tile with Armstrong Ceiling Grid System & all Accessories.	290	Sqft.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	Armstrong Acoustic Fabric Wall Panel GI Wall Grid System & all Accessories	273	Sqft.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	Armstrong Acoustic Wooden Slat Panel GI Wall Grid System & all Accessories	547	Sqft.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	Anti-static Floor Carpet Tiles	381	Sqft.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.	Ceiling/wall with 50mm PU insulation, Wall/ceiling Panels mounted on MS Frames with proper slopes with indoor lining of the wall cavities with 12mm Fire Retardant Plywood with Weather Ceiling of the structure	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.	Custom-built Acoustic studio Doors of 50 mm thickness with fixing of suitable laminates to be Merged with Wall Panel; Polished Teak wood Wall frame & Accessories like Hettich 2D Adjustable Concealed Hinges, Concealed Door Closer, handle and other necessary accessories etc.	3	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.	Custom-made Equipment Cabinet with modular accessories for drawers and cabinets with sitting arrangement of the operator	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.	Studio's men's room with architectural Wall cladding film, internal concealed electrical point wiring, Toilet lighting fixtures etc.	1	Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.	Custom Made 2 Nos of Studio Premium Lounge Chairs with Table/stool	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.	Floor mounted Aluminium Raceway, Floor Junction Box with all accessories & switches/sockets	1	Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.	Studio Electrical Accessories: Electric Distribution Box x2 Nos with MCBs, Power Switch Box, Power Cable, DMX Cable 5 Core Shielded, HDMI Cable, Data Cable; CAT6 Cable, Jelly Filled Telephone Cable, Microphone Cable, Speaker Cable in Conduits/Casings with all type of Connectors etc.	1	Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

12.	HVAC system with Hot & Cold Pump, VRV Type ODU: 5HP; Cassette IDU 4TR with Fresh Air Intake Function & Filter with 1xWired Remote unit & 1xWireless Remote unit; with ceiling/Floor Mount Stand, VRV Copper piping, drainage/Fresh-Air Piping with complete necessary thermal insulation etc.	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13.	Air Purifier, 7 Stage, Ceiling Mount Cassette Type	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Price schedule for AMC of existing Studio at Library Building, Secretariat**

Studio Camera System												
1.	Professional Cam Camera • Standard Accessories• Additional Accessories: Additional Battery • Memory Card 256GB • Camera Soft Carrying Case • LED Video Light for Camcorder • High Strength Camera/Teleprompter Tripod Stand with soft carrying case	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	4K Camera with Extendable Tripod and Microphones for sound recording	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	Sony NX5R Camera Battery(NPF-970/NPF-990)	2	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	Camcorder Monopod with Professional Video Head with Soft Carrying Case	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Studio Lighting												
1.	200W LED Flood Light Tunable	3	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	200w LED Video Panel Light Tunable& Dimmable.	6	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	200W LED Fresnel Spotlight, Tunable& Dimmable	2	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

4.	Studio Pantograph Lights Track System with 10 numbers of extenders	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.	Ceiling General lighting LED fixture	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.	DMX Lighting Controller with Rack mount photo isolator DMX splitter	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Video Monitor &amp; Microphone System</b>												
1.	Cordless Microphone Dual with dual Lapel microphone with Compatible, cable/Connectors & Soft Carrying Case	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	Head Phone (Apple)	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	Talkback With 4 belt pack	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	5.1 Audio video System	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.	2 Channel Audio Mixer Equipment	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.	2 GB Graphic Card	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.	55" LED TV with floor mounted, height adjustable stand	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.	USB-C Fusion MAX 6-in-1 Hub	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.	Wired Microphone	2	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.	Pop Filter	2	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.	Mic Stand	2	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Studio Furniture</b>												
1.	Custom Made General Office Desk with additional free standing side Cabinet, Keyboard drawer & other accessories	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2.	Hydraulic Anchoring Chair	3	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	Custom Made Office 3Nos x2-Seater Sofa Set with 2x Centre Table & 1XCorner Table	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	Table	4	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.	Chair	8	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Desktop Computer for Studio</b>												
1.	Desktop computer with keyboard, mouse & other accessories	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	High-end Desktop Computer	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	Desktop Computer	1	Set	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	iMAC-Apple	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.	Media server	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.	Multifunctional Laser Printer	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.	AMC of Microsoft office home and business 2021(for iMac)	1	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total in Figures</b>												
<b>Total in Words</b>												
												<b>Rupees only</b>

Note: Period for AMC may change for any Item, Payment will be made on actuals.

**B. PRICE SCHEDULE OF MANPOWER REQUIREMENT UNDER AMC OF RECORDING STUDIO FOR THREE YEARS**

SI.	Item Description	Quantity	Man month	Units	Unit Rate for Man month (in INR) including all Incidental Charges and all taxes but excluding CGST, SGST and IGST (as applicable)	CGST(in %) on Unit rate for Man month	CGST on Unit rate for Man month (in INR)	SGST(in %) on Unit rate for Man month	SGST on Unit rate for Man month (in INR)	IGST(in %) on Unit rate for Man month	IGST on Unit rate for Man month (in INR)	Total Amount for Manmonth (in INR) Including all taxes and incidental charges (as applicable) for 3 years
I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII=(VI+VIII+X+XII)*IV*III

**Price schedule Manpower for O & M at Studio at Library Building, Secretariat**

1	Broadcasting Engineer	1	36	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Studio Engineer	1	36	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Price schedule Manpower for O & M at Studio at CM Residence (CMR)**

3	Videographer	2	36	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total in Figures</b>												
<b>Total in Words</b>												

**Note: Period for manpower may change, Payment will be made on actuals**

**ANNEXURE-7: DRAFT AGREEMENT FORMAT** {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between RajCOMP Info Services Limited, having its head office at 1<sup>st</sup> floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

The supplier represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFQ 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 supplier and has placed the Work Order vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which M/s \_\_\_\_\_ has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

This agreement is being executed on behalf of M/s (Concerned Department) \_\_\_\_\_, to procure defined goods and services, RISL is acting merely as a pure agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of M/s (Concerned Department) \_\_\_\_\_ along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company.

And whereas

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFQ document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to M/s \_\_\_\_\_ at the rates set forth in the work order no. \_\_\_\_\_, \_\_\_\_\_ will duly supply the said articles set forth in "Annexure-1: Bill of Material" thereof and provide related services in the manner set forth in the RFQ, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFQ and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFQ, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFQ document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFQ document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10% of the contract value.
- iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of bidder.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFQ document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed By:	Signed By:
( Designation: Company:	Managing Director RajCOMP Info Services Limited,
<i>In the presence of:</i>	<i>In the presence of:</i>
( Designation: Company:	( Designation: RajCOMP Info Services Limited,
( Designation: Company:	( Designation: RajCOMP Info Services Limited,

## **ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer:<please specify>

Place .....

Date .....

Appellant's Signature

## **ANNEXURE-9: BANK GUARANTEE FORMAT** {to be submitted by the bidder's bank}

### **BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

To,

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

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the RISL through ..... and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

### GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

**ANNEXURE- 10: TENDER SUMMARY FORM**
**Reference No.:**
**Date:**
**1) Addressed to:**

<b>Name of the Bidding Authority</b>	Managing Director, RISL
<b>Address</b>	RajCOMP Info Services Limited (RISL), First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Telephone</b>	
<b>Tele Fax</b>	
<b>Email</b>	

**2) Firm Details:**

<b>Name of Firm</b>							
<b>Name of Contact Person with Designation</b>							
<b>Registered Office Address</b>							
<b>Address of the Firm</b>							
<b>Year of Establishment</b>							
<b>Certificate of Incorporation Number</b>							
<b>PAN No.</b>							
<b>GST No.</b>							
<b>Type of Firm</b> Put Tick( ✓ ) mark	Public Limited	Private Limited	Partnership	Proprietary			
<b>Telephone Number(s)</b>							
<b>Email Address/ Web Site</b>	Email:	Web-Site:					
<b>Fax No.</b>							
<b>Mobile Number</b>	Mobile:						

- 3) The requisite RISL Processing Fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide receipt no/DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- 4) We agree to abide by all the terms and conditions mentioned in this tender document and respective corrigendum's (if any) issued by the tendering authority and also the further conditions of the said 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 along with stamp of the firm).

**Date:**
**Name & Seal of the firm:** \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

## **ANNEXURE-11: INDICATIVE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

(To be submitted on non-judicial stamp paper in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only)

Reference NIB No. \_\_\_\_\_ dated \_\_\_\_\_

This confidentiality and non-disclosure agreement ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

### **BETWEEN**

RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DoIT&C, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

### **AND**

Company Name, India (hereinafter referred to as 'Successful Bidder / Selected Bidder', which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

### **WHEREAS**

- a. The RISL wishes to appoint an agency for AMC of recording studio equipment's at CMR and Secretariat for three years. For the purpose there will be a requirement to exchange certain information related to CMO/CMR/RISL/ DoIT&C which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to only on the terms and conditions contained in this Agreement. The Selected Bidder agrees to hold the Covered Data and Information in strict confidence. The Selected Bidder shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/CMO/CMR//DoIT&C/RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **1. Definition: In this agreement unless the context otherwise requires:**

- 1.1. "Confidential Information" shall mean
  - a) any and all information concerning RISL, DOIT&C, User departments of Government of Rajasthan, State Data Centre (SDC), Disaster Recovery (DR) Site or any other successor,
  - b) any and all trade secrets or other confidential or proprietary information related and hosted in State Data Centre (SDC) and Disaster Recovery (DR) Site
  - c) Login credentials of user and department identifications, or other information that may be used to access information systems, networking diagrams, technical specifications of IT/Non IT equipments and policies.
- 1.2. Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms,

technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related RISL, DOIT&C, CMO,CMR, User departments of Government of Rajasthan, State Data Centre (SDC), Disaster Recovery (DR) Site or any other successor and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

## **2. Limitations on Use and Disclosure of Confidential and Proprietary Information**

1.1 Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data are shall be used by the Selected Bidder solely for the purpose of fulfilment of the obligation and work assigned to it as per Ref No:

\_\_\_\_\_ and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL or its representative. Selected Bidder shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.

1.2 Confidential and Proprietary Information shall not be copied or reproduced by the Selected Bidder without the express written permission of the RISL, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no.\_\_\_\_\_

1.3 Confidential and Proprietary Information shall be disclosed only to the Director or employees of the Selected Bidder who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the Selected Bidder shall be treated as a breach of this Agreement by the Selected Bidder.

1.4 Confidential and Proprietary Information shall not be disclosed by the Selected Bidder to any third party without the prior written consent of the First Party.

1.5 This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:

- a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the Selected Bidder; or
- b. was, at the time of receipt, otherwise known to the Selected Bidder without restriction as to use or disclosure; or
- c. becomes known to the Selected Bidder from a source other than the RISL and/or other departments/PSU without a breach of this Agreement by the Selected Bidder; or
- d. is developed independently by the Selected Bidder without the use of Proprietary Information disclosed to it hereunder; or
- e. Is otherwise required to be disclosed by law.

### **3. Business Obligation:**

- 3.1 During the complete contract period and even after 5 years of the expiry of the agreement, the Selected Bidder shall not
  - a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
  - b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RISL, without the prior written consent of the RISL.
- 3.2 Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of Selected Bidder), had entered into an agreement with the Selected Bidder that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.
- 3.3 Whereas, the Selected Bidder has agreed to fully abide by the terms of this non- disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the Selected Bidder shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.4 Whereas, the Selected Bidder having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the Selected Bidder shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.5 Whereas, the RISL shall have the entire control over the functioning of the Selected Bidder and the Selected Bidder shall work according to the instruction of the RISL and in case if this is violated by the Selected Bidder in any mode or manner, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6 Whereas, if the Selected Bidder permits any person or persons without permission of the RISL to have –
  - a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
  - b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipments or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
  - c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data

base or any other programmes residing in such Server, computer system or computer network;

d. Denies or causes the denial of access to any authorized person of the RISL to have access to any computer system or computer network by any means;

Shall be liable to pay damages by way of compensation and would also be liable for criminalprosecution in accordance with the prevailing laws.

3.7 Selected Bidder shall report to RISL any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by RISL. Selected Bidder shall make the report to RISL within not less than one (1) business day after Selected Bidder learns of such use or disclosure. Selected Bidder report shall identify:

- a) The nature of the unauthorized use or disclosure,
- b) The confidential and/or proprietary information/data used or disclosed,
- c) Who made the unauthorized use or received the unauthorized disclosure,
- d) What Selected Bidder has done or shall do to mitigate any deleterious effect of theunauthorized use or disclosure, and
- e) What corrective action Selected Bidder has taken or shall take to prevent futuresimilar unauthorized use or disclosure.

Selected Bidder shall provide such other information, including a written report, asreasonably requested by RISL / DoIT&C.

3.8 The Selected Bidder hereby agrees and consents that temporary or permanent injunctive relief and/or an order of specific performance may be granted in lieu of, or in addition to other available relief in any proceeding brought by RISL to enforce this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

#### 4. Dispute Resolution:

4.1 Whereas, both the parties have agreed that in the event of any dispute or differences arising in between the parties, the courts at Jaipur shall only have jurisdiction toadjudicate the disputes/differences.

IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day andyear first above written.

Signed By:	Signed By:
( Designation:, Company:	( Managing Director Rajcomp Info Services Limited, Jaipur
<i>In the presence of:</i>	<i>In the presence of:</i>

( ) Designation: Company:	( ) Designation: Rajcomp Info Services Limited, Jaipur
( ) Designation: Company:	( ) Designation: Rajcomp Info Services Limited, Jaipur

**ANNEXURE 12: MINIMUM QUALIFICATION OF THE RESOURCES:**

<b>S. No.</b>	<b>Designation</b>	<b>Minimum Qualification</b>
1.	Studio Engineer	<ul style="list-style-type: none"><li>• B.E/ B.Tech/ MCA/ M.Sc. (CS/ IT)/ M.Tech</li><li>• Fluency in English/ Hindi</li><li>• 2+ years of post-qualification and relevant work experience</li></ul>
2.	Broadcasting Engineer	<ul style="list-style-type: none"><li>• B.E/ B.Tech/ MCA/ M.Sc. (CS/ IT)/ M.Tech</li><li>• Fluency in English/ Hindi</li><li>• 2+ years of post-qualification and relevant work experience</li></ul>
3.	Videographer	<ul style="list-style-type: none"><li>• Graduate with 3 years of relevant experience of working with Government</li></ul>

### **ANNEXURE-13: DECLARATION BY BIDDER {to be signed by bidder}**

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

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

## **ANNEXURE-14: CERTIFICATE FOR PRIOR REGISTRATION FOR PUBLIC PROCUREMENTS**

To,

{Procuring entity},

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

**Reference: NIB No. \_\_\_\_\_ dated \_\_\_\_\_**

I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public (RTTP) Rules, 2013 and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

\*I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which shares land border with India or with beneficial ownership from such country.

**OR**

\*I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares land border with India or with beneficial ownership from such country has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**\*Please strikeout which is not applicable.**