

2024

RajCOMP Info Services Limited (RISL)

Request For Proposal (RFP) document for AMC of digital studio for CMR (Chief Minister Residence) and at Secretariat for one year through Single Source Method



Request For Proposal (RFP) document for AMC of digital studio for CMR (Chief Minister Residence) and at Secretariat for one year through Single Source Method

Reference No.: F3.3(455)/RISL/PUR/2023/7125

Date: 24-12-2024

Unique Bid number: RIS2425SLSS00065

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

RISL Processing fee: Rs. 500/- Only (Rupees Two Thousand Only)

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141-2222125

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



TABLE OF CONTENTS

ABBREVIATIONS & DEFINITIONS	6
1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)	ERROR! BOOKMARK NOT DEFINED.
2. ABOUT RISL.....	11
2.1 Objectives of the Project	12
2.2 Brief Scope of Work	12
3. SCOPE OF WORK, DELIVERABLES & TIMELINES	13
3.1 Details of Scope of work (SoW)	13
3.2 Project Duration:	17
3.3 Roles & Responsibilities of Stakeholders/ SI	17
3.3.1 Responsibilities of RISL:	17
3.3.2 Responsibilities of System Integrator:	17
3.4 Project Deliverables, Milestones, Time Schedule & Payment Schedule	18
4. INSTRUCTION TO BIDDERS (ITB).....	20
1) Period of Validity of Bids	20
2) Format and Signing of Bids	20
3) Cost & Language of Bidding	21
4) Deadline for the submission of Bids	21
5) Withdrawal, Substitution, and Modification of Bids	21
6) Opening of Bid	21
7) Selection Method	22
8) Clarification of Bid	22
9) Evaluation & Tabulation of Bids	22
10) Evaluation & Tabulation of Financial Bid	23
11) Correction of Arithmetic Errors in Financial Bids	23
12) Negotiations	24
13) Acceptance of the successful Bid and award of contract	24
14) Procuring entity's right to accept or reject the Bid	24
15) Right to vary quantity	24
16) Performance Security	25
17) Additional Performance Security	26
18) Execution of agreement	27
19) Confidentiality	27
20) Cancellation of procurement process	27
21) Code of Integrity for Bidders	28
22) Interference with Procurement Process	29
23) Appeals	29
24) Stay of procurement proceedings	31
25) Vexatious Appeals & Complaints	31



26)	Offenses by Firms/ Companies	31
27)	Debarment from Bidding	32
28)	Monitoring of Contract	32
5.	GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT.....	33
1)	Contract Documents	34
2)	Interpretation	34
3)	Language	35
4)	Joint Venture, Consortium or Association	35
5)	Eligible Goods and Related Services	35
6)	Notices	36
7)	Governing Law	36
8)	Scope of Supply	36
9)	Delivery & Installation	36
10)	Supplier's/ Selected Bidder's Responsibilities	37
11)	Purchaser's Responsibilities	37
12)	Contract Price	37
13)	Recoveries from Supplier/ Selected Bidder	38
14)	Taxes & Duties	38
15)	Confidential Information	38
16)	Specifications and Standards	39
17)	Insurance	40
18)	Transportation	40
19)	Inspection	40
20)	Rejection	40
21)	Freight	41
22)	Extension in Delivery Period and Liquidated Damages (LD)	41
23)	Authenticity of Equipment	43
24)	Warranty	43
25)	Force Majeure	44
26)	Termination	45
27)	Settlement of Disputes	46
28)	Provision in Conflict	47
29)	Exit Management	48
30)	Verification of Eligibility Documents by RISL	51
6.	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	52
	ANNEXURE-1: BILL OF MATERIAL (BoM).....	57
	ANNEXURE-2: TECHNICAL SPECIFICATIONS.....	61
	ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {TO BE FILLED BY THE BIDDER}	61
	ANNEXURE-4: SELF-DECLARATION {TO BE FILLED BY THE BIDDER}	62
	ANNEXURE-5 - TENDER FORM {TO BE FILLED BY THE BIDDER}	63



ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {TO BE FILLED BY THE BIDDER}.....	64
ANNEXURE-7: DECLARATION BY BIDDER {TO SIGNED BY SELECTED BIDDER}.....	65
ANNEXURE-8: FORMAT FOR SUBMISSION OF PROJECT REFERENCE FOR TECHNICAL EVALUATION.....	66
ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS {TO BE FILLED BY THE BIDDER (ON RS. 100/- NON-JUDICIAL STAMP PAPER)}.....	66
ANNEXURE-10: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {TO BE SUBMITTED BY THE BIDDER ON HIS LETTER HEAD}.....	67
ANNEXURE-11: DRAFT AGREEMENT FORMAT {TO BE MUTUALLY SIGNED BY SELECTED BIDDER AND PROCURING ENTITY}.....	74
ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012.....	77
ANNEXURE-13: BANK GUARANTEE FORMAT {TO BE SUBMITTED BY THE BIDDER'S BANK}.....	78
ANNEXURE- 14: SELF-DECLARATION – NO BLACKLISTING (TO BE SUBMITTED BY THE SELECTED BIDDER) .	81

ABBREVIATIONS & DEFINITIONS

Act/ RTPP Act/ RTPP	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 31 of 2012) and Rules thereto.
Authorised Signatory	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.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RISL, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till completion of Warranty Support Services after successful commissioning of the project
COTS	Commercial Off the Shelf Software
Day	A calendar day as per GoR/ GoI
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DIPR	Directorate of Information and Public Relations
DoIT & C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Centre



FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public	The acquisition by purchase, lease, license or otherwise of works, goods or



Procurement	services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL, GoR in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is 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.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	https://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order



Request For Proposal (RFP) document for AMC of digital studio for CMR (Chief Minister Residence) and at Secretariat for one year through Single Source Method

1.



Request For Proposal (RFP) document for AMC of digital studio for CMR (Chief Minister Residence) and at Secretariat for one year through Single Source Method

INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

Reference No.: F3.3(455)/RISL/PUR/2023/7125

Dated: 24-12-2024

Unique Bid number: RIS2425SLSS00065

RISL invites bid from M/s Vedant Synergy Pvt. Ltd. for AMC of digital studio for CMR (Chief Minister Residence) and at Secretariat for one year through Single Source Method

Name & Address of the Procuring Entity	<ul style="list-style-type: none">Name: RajCOMP Info Services Limited (RISL)Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none">Name: Shri Aqeel AhmedDesignation: Group General Manager (Technical)Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)Email: aqueel.risl@rajasthan.gov.in
Subject Matter of AMC	Request For Proposal (RFP) document for AMC of digital studio for CMR (Chief Minister Residence) and at Secretariat for one year through Single Source Method
Bid Procedure	Single-stage Single Part (envelope) eBid procedure at https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Single Source Procurement
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none">https://eproc.rajasthan.gov.in,https://sppp.rajasthan.gov.in,https://www.doitc.rajasthan.gov.in, https://risl.rajasthan.gov.in
RISL Processing Fee	RISL Processing Fee: Rs 500/- (Rupees Five hundred only) in Cash/Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur"
Estimated Procurement Cost	Rs. 24 lacs (Rupees Twenty-Four Lacs Only)
Period of Sale of Bidding Document (Start/ End Date)	The prospective bidder i.e. M/s Vedant Synergy Pvt. Ltd. may download the tender document from: <ul style="list-style-type: none">Start Date: 24-12-24 at 4:00 PMEnd Date: 30-12-24 up to 4:00 PM
End Date & Time for the submission of bid	<ul style="list-style-type: none">End Date: 30-12-24 up to 3:00 PM
Manner, Place & Deadline for the submission of Bids	<ul style="list-style-type: none">Manner: Online at eProc portal (http://eproc.rajasthan.gov.in)Deadline: 30-12-24
Submission of Banker's Cheque/Demand Draft for Tender Fee, RISL processing fee*	Till 30-12-24 upto 2:00PM
Date/ Time/ Place of Bid Opening	<ul style="list-style-type: none">Date: 30-12-24 at 5:00 PMPlace: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Bid Validity	90 days from the bid submission deadline
Note:	<ol style="list-style-type: none">Bid Procedure: Single-stage: Single envelope Bid Procedure.Bidder (Authorised Signatory) shall submit financial bid in prescribed format.

- 3) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 4) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to time mentioned above in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 5) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 6) 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.
- 7) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 8) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 9) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 10) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 11) 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.
- 12) 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.


Group General Manager
(Technical)



2. ABOUT RISL

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.

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).

PROJECT Profile:

- A. Government of Rajasthan has been committed to implement 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. In its bid to increase its reach to the citizens, Rajasthan Government intends to leverage the benefits of ICT and implement state of the art solution to enhance the effectiveness of various schemes launched.
- C. It is envisaged that this system would enhance the efficacy of information dissemination within the citizens of the State of Rajasthan. The Government of Rajasthan and RISL aims to address the issue of geographical constraints impeding the simultaneous broadcasting of information, regarding various projects and programs to citizens of the State. It has also been deemed that this system would also be vital for gathering critical feedback from citizens, from various remote parts of the state and thus assist the administration, plan and execute programs and projects in a more decisive manner.
- D. 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.
- E. As RISL is a state-level nodal agency for the execution of various IT and e-governance projects, it has received a requirement there for Annual Comprehensive Maintenance of studio for Hon'ble Chief Minister, Rajasthan at CMR and studio at Secretariat. The audio/video processing can be done through this professional studio at the Secretariat. The

audio/video editing and recording procedures will be computerized, and a dedicated team will be deployed for this purpose.

- F. Therefore, RISL intends to enter into a tendering process of Single Source method with M/s Vedant Synergy Pvt. Ltd. for the AMC of Existing recording studio equipment's.

2.1 Objectives of the Project

- A. The prime objectives 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.
- B. The comprehensive system that would include the following components –
- Static Recording Studio with Telepresence Capability at 3rd floor of Library building, Secretariat. The fully functional recording studio available at 3rd floor of Library building, Secretariat would form the nerve centre of the project.
 - Static Recording Studio with Telepresence Capability at CMR.

2.2 Brief Scope of Work

- A. The broad level work for the successful bidder is to provide onsite Annual Comprehensive Maintenance Service as per the detailed scope of work mentioned in Chapter 3 of this RFP for following offices of RISL: -
- Studio at honourable Chief Minister' Residence.
 - Studio at Secretariat Rajasthan.

The bidder should visit the above locations on as and when required basis and complete the maintenance services as per the detailed scope of work mentioned in the RFP under Chapter 3.

3. 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 equipment's for a period of one year. The SI needs to procure all the necessary hardware and software items required for smooth execution of the project. The tentative list of the items required 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 for the following:

- I. Conduct a site survey for necessary cost preparation.
- II. The successful bidder (SI) is requested to take the handover of the studio within three days of the issue of LOI.
- III. From the date of handover, the maintenance and support service shall start for a period of one year for the overall implemented solution.

During this period the SI shall:

- IV. 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
- V. Ensuring all installed, configured systems required are working fine and tested and declaring the project site to be operational.
- VI. Provide onsite preventive and regular maintenance services for the all-installed hardware, software and other ancillary equipment for recording Studio. This involves comprehensive onsite maintenance of all installed hardware & software which also covered the equipment's 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 to make the system functional/ operational as per SLA.
- VII. Bidder should ensure that all the software, hardware, peripherals, accessories, sub-components connectors and convertors for Audio and video required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, patch cords (copper / fibre), cables, software, licenses, development / testing kits, tools, etc. should also be provisioned according to the requirements of the solution without any additional cost.

- VIII. The studio should be well-furnished with proper furniture, fixtures, interiors and amenities as per industry standard as per requirement.
- IX. Ensure Properly dressed power and data cabling for all systems and devices so as not to cause interference with video signals and data networks.
- X. Bidder shall also ensure that the interiors and premises of the new studio are clean and tidy during the whole project duration.
- XI. 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.
- XII. Prepare a comprehensive fire safety survey document that evaluates the existing safety features and identify gaps if any and execute a plan to make the structure fully compliant with the National Building Code of India (Fire & Life safety).
- XIII. 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.
- XIV. During events the SI may deploy additional resources for the smooth and seamless projection of images and contents during any events.
- XV. 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.
- XVI. 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.
- XVII. From the date of handover of the studio the maintenance and support service shall start for a period of one (1) year for both Studios. During this period the SI shall:
 - I. Deploy the minimum quantity of resources as mentioned in the table below for provide operation and maintenance support for the studio and managing live/ recorded events:

S. No	Designation	Minimum Quantity in numbers
1.	Minimum number of Manpower for operation & Maintenance of Video	2

	<p>Conferencing & Video Recordings (Graduate with equipment knowledge and relevant experience of at least 3 years)</p>	
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3.1.1 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
- 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.
- 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 there 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 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 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.

3.1.2 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.

3.1.3 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).

3.1.4 MIS Reports:

- a) The SI shall have to submit certain key reports which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, 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.

Sr. No.	Activity	Indicative reports	Frequency	Time frame
1.	Availability of Resources	Attendance Report of deployed Resource	Monthly (In Hardcopy)	Within 1 week of end of each month

3.1.5 Warranty Support

The SI shall be responsible for providing one year of onsite warranty 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 RFP. Please refer clause no 24 of sec. 5 for details on warranty.

3.2 Project Duration:

- i. The expected Contract/ Project Period shall commence from the date of award of work order and thereafter one (1) year of Operation and Maintenance.
- 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 Roles & Responsibilities of Stakeholders/ SI

3.3.1 Responsibilities of RISL:

- a. Overall monitoring of the progress of the project
- b. Provide administrative support to the implementation agency
- c. Review and approve project management plan and deliverables of the implementation agency/ system integrator
- d. Assist in getting statutory approval from the concerned authority wherever applicable
- e. Review and monitoring of Change Management Initiatives

3.3.2 Responsibilities of System Integrator:

- a) As per the Scope of work defined in this RFP



3.4 Project Deliverables, Milestones, Time Schedule & Payment Schedule

The milestones, deliverables and time schedule for AMC of the project are detailed in given below

Scope of Work	Milestone	Deliverable (Reports/ Documents & Infra)	Time of Completion	Payment Schedule
Operation and Maintenance Support for one year	Operation, Maintenance and Support Services as per RFP	a. Attendance Report for deployed manpower b. Video Recordings (DVDs) and photographs of the event with date and time stampings on the recording and photographs on the request of client/End user c. SLA Compliance Report d. Call reports of faulty equipment's e. Successful completion of events (as per the schedule)	T0 + one year	Payment of AMC will be made quarterly after submission of invoice and other related documents (Required deliverables>

Note:

- The SI shall be responsible to submit deliverables as per the agreed timeline.
- T0 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 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.



4. **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 submission.
- 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. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
 - a. A Single Stage Single Part / Cover eBid procedure shall be followed for the submission of required documents / undertaking along with financials (BoQ), as per RFP
- c) The technical bid shall consist of the following documents:

Sr.	Documents Type	Document Format
Fee Details		
1.	RISL Processing Fee (e-Procurement) RISL Processing Fee: Rs. 500/- (Rupees Five hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fees should be submitted physically at the office of Tendering Authority till end time of bid submission and scanned copy of same should also be uploaded along with the Bid.	Instrument/ Proof of submission (PDF)
Technical Documents		
2.	Bidder's Authorisation Certificate	As per Annexure-3
3.	Self-Declaration	As per Annexure-4
4.	Tender Form	As per Annexure-5
5.	Certificate of Conformity/ No Deviation	As per Annexure-6
6.	Declaration by Bidder	As per Annexure-7
7.	Undertaking on Authenticity of Equipment	As per Annexure-9
8.	SELF-DECLARATION – NO BLACKLISTING	As per Annexure-14
9.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-10
10.	Financial Bid– Format	As per BoQ (.XLS) format available on e-Procurement portal

- d) 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**

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

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

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

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

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidders's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.
- c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

6) **Opening of Bid**

- 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/ cover 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 Bid

- a) To assist in the examination, evaluation and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be in writing.
- 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 Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions.
- 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 Bid

- 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 within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

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 Bid

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, eligibility/qualification documents and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee
- b) conditional Bid is 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 offer 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



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 to the 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 bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- 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: -
 - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - ii. 50% of the value of 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 2.5% of the amount of supply/work order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order. However, the performance security shall be as per prevailing provisions of RTPP act.
- 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 of a scheduled bank. It shall be got verified from the issuing bank;
 - 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 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 Draft, Banker's Cheque, Government Securities or Bank Guarantee.

For the purpose of this rule-

- a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- 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 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.
- a) 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.
- b) 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 **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 one year 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 one year.

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 subsection within the period specified in (c) above, or if the bidder or prospective bidder or the

- procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall 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: Director(Technical), RISL/Commissioner, IT&C/Secretary, IT&C
Second Appellate Authority: Principal Secretary, IT&C or as determined by GoR
- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-12 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 one year 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 one year.
- 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 one year.
- 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.

5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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



- h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) “The Site,” where applicable, means the designated project place(s) named in the bidding document.
- m) “Deployment” means posting Bidders resources for providing services as detailed in the Tender document as fulfil the contractual obligations as per the agreed contract.

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

1) **Contract Documents**

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

2) **Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.



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

3) **Language**

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

4) **Joint Venture, Consortium or Association**

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.

5) **Eligible Goods and Related Services**

For purposes of this Clause, the term "goods" includes software product licenses and "related services" including update, upgrade, patches, fixes and support services.

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications

should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

6) **Notices**

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

7) **Governing Law**

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

8) **Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply of hardware/ software that is likely to be declared as End of Sale in next 12 months and End of Service/ Support for a period of 1 years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9) **Delivery & Installation**

- a) Subject to the conditions of the contract, the delivery of the goods /services and completion of the related services shall be in accordance with the delivery and completion schedule

specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

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

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

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

11) **Purchaser's Responsibilities**

- a) Whenever the supply of 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.

12) **Contract Price**

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



13) 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.

14) 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.

15) 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.

16) 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 must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- d) 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.

17) 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.

18) 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.

19) 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.

20) 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.

21) 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.

22) 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 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 RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete: -

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

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the 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.

23) **Authenticity of Equipment**

- a) The selected bidder shall certify (as per Annexure-9) 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.

24) **Warranty**

- a) The bidder must supply all items with comprehensive on-site OEM warranty valid for contract period of the RFP, after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

- b) At the time of delivery, the bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

25) **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.

26) 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.

27) Settlement of Disputes

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

- b) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the bidder to the sole arbitrator, which in case of this Bid will be the Secretary In charge (IT&C), Government of Rajasthan or any Officer as designated by the State Government, to be named in the contract, whose decision shall be final.

Any fact or condition, which may not have been mentioned in terms and conditions and may arise during the contract period, shall be decided as per the State Government policy/rules. In case rules/policies do not provide any such situation, the issue will be decided by the Arbitrator.

The Tendering authority and the DCO shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If, after Thirty (30) days from the commencement of such direct informal negotiations, the Tendering authority and the DCO have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism.

In the case of a dispute or difference arising between the Tendering authority and the DCO relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the Secretary In charge (IT&C), Government of Rajasthan decision shall be final and binding on the parties.

The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall apply to the arbitration proceedings. The Tendering authority may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Implementation Agency, if the DCO fails to comply with any decision reached consequent upon arbitration proceedings.

- c) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)
- Chairman of BoD of RISL : Chairman
 - Secretary, DoIT&C or his nominee,
not below the rank of Deputy Secretary : Member
 - Managing Director, RISL : Member
 - Director (Technical)/ Executive Director, RISL : Member
 - Director (Finance), RISL : Member
 - A Legal Expert to be nominated by the Chairman : Member
- d) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- e) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

28) 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.

29) Exit Management

a) Preamble

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

b) Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
- iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
 - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.

- c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
 - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
 - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data
- The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
- i. Documentation relating to Intellectual Property Rights;
 - ii. Project related data and confidential information;
 - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
 - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision

- of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
- v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

- iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

30) **Verification of Eligibility Documents by RISL**

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

6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. Payment Terms and Schedule

Please refer Section 3.4 “Project Deliverables, Milestones, Time Schedule & Payment”.

1. Any liquidated damages/ penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
2. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
3. 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.
4. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
5. All remittance charges will be borne by the supplier/ selected bidder.
6. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
7. 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.
8. The payment to the supplier shall be released for actual number of items installed and commissioned by the supplier. The payment for rest of the items which are not installed and commissioned by the supplier shall be released only after their installation and commissioning at the respective site.
9. Advance Payment will not be made.
10. Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer accordance with the prevailing rules. All remittance charges will be borne by the bidder.
11. In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.

2. Service Level Standards/ Requirements/ Agreement

- a) **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 in recording studio/RISL

- 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 Annexure. 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.

Particulars	Time to resolve complaints after lodging	Penalty
Repair/replacement of faulty equipment's and for operation &	Within 2 hours of lodging the complaint	No penalty
	After 2 hours of lodging the complaint and also providing	Rs. 500 per complaint per hour

Particulars	Time to resolve complaints after lodging	Penalty
Maintenance of Video Conferencing & Video Recording	stand by equipment with same or higher configuration of already installed equipment	
	After 2 hours of lodging the complaint and not providing stand by equipment with same or higher configuration of already installed equipment	Rs. 1000 per complaint per hour
Non-functional of Studio on day of recording	To be resolved immediately for smooth execution of the program	5% of the work order value

Penalty Capping:

Maximum penalty cap is 10% of the payment cycle. If for three consecutive payment cycle max. penalty of 10% 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. Penalty on manpower is over and above this penalty capping.

f) Penalty for non-availability of deployed Personnel/ Resources/ Manpower

Maximum of 18 leaves per year (4.5 per quarter on prorated basis) shall be allowed for resource deployed onsite at RISL. Leaves not taken in a half year shall be accumulated and carried forward to the subsequent half year.

In case resource needs to take off/leave from the duty, he has to take due approval from RISL authorities. In case total number of leaves exceed the maximum allowed leaves in that half year, 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)
Manpower for operation & Maintenance of Video Conferencing & Video Recordings	Rs. 1000/- per day.

- g) The maximum total penalty in any half shall not be more than the total amount due for payment cycle beyond which the tendering authority will be free to initiate action as per RFP 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

3. Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. 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. AMC for existing Studio at Library Building, Secretariat

S.No.	Description of Goods	Make and Model Number	Per	Quantity
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	Set	1.00
2	Camcorder Monopod with Professional Video Head with Soft Carrying Case	MILIBO MTT-705 AS	Set	1.00
3	200W LED Flood Light Tuneable	EFFECTRON ELL-FL4100	Nos.	3.00
4	200W LED Video Panel Light Tuneable& Dimmable.	EFFECTRON ELL-VL-19202	Nos.	2.00
5	200W LED Fresnel Spotlight, Tuneable & Dimmable	EFFECTRON ELL-FR-200	Nos.	2.00
6	Studio Pantograph Lights Track System with 10 numbers of extenders	Pantograph Light Stand	Nos.	1.00
7	Ceiling General lighting LED fixture	HAVELLS Venus NEO	Nos.	1.00
8	DMX Lighting Controller with Rack mount photo isolator DMX splitter	ELLECTRON DMX CONTROLLE R	Nos.	1.00
9	Cordless Microphone Dual with dual Lapel microphone with Compatible, cable/Connectors & Soft Carrying Case	RODE Wireless Go II & Lavalier Go	Set	1.00
10	55" LED TV with floor mounted, height adjustable stand	LG 55UQ801C	Set	1.00
11	Custom Made general office Desk with additional free standing side Cabinet, Keyboard drawer & other accessories	CUSTOMIZE D	Set	1.00
12	Hydrolic Anchoring Chair	CUSTOMIZE D	Nos.	3.00
13	Custom Made Office 3Nos x2-Seater Sofa Set with 2x Center Table & 1XCorner Table	CUSTOMIZE D	Set	1.00
14	Desktop computer with keyboard, mouse & other accessories	HP VICTUS GT TG-02-0005IN	Set	1.00

B. AMC for existing Studio at CM Residence (CMR)

S.No.	Description of Goods	Make and Model Number	Per	Quantity
1	Software VC Codec & Media Server with Content Management Software	HP VICTUS GT TG-02-0005IN + Adobe PRO	Set	1

S.No.	Description of Goods	Make and Model Number	Per	Quantity
2	Systems Management Laptop PC with Carrying case	HP 15S - DU3519 TX	Nos	1
3	Multi-Camera Encoder/Streamer, Switcher/Monitor & Recorder	YOLOLIV YOLOBOX PRO	Set	1
4	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	Set	3
5	Camcorder Aluminium Alloy Monopod with Professional Video Head with Soft Carrying Case	MILIBO MTT-705 AS	Set	1
6	Studio Camera mounted 19" Teleprompter with Wireless Remote, Operator Desktop Console; with 1x4 HDMI Distribution Amplifier, with necessary stand, cable & accessories	SAMVAD QUICK PRO 19"	Set	1
7	Speech Master Studio floor Mounted Teleprompter (Size 11") Dual Stand with necessary stand, cable & accessories	SAMVAD Speech Pro Teleprompter	Set	1
8	Mobile Presidential Speech Teleprompter (Size 17") with Hard Carrying Case HDMI Splitter with necessary stand, cable & accessories	Fortinge PROC17-HB	Set	2
9	200W LED Flood Light Tunable	EFFECTRON ELL-FL4100	Nos	8
10	200W LED Fresnel Spotlight, Tunable & Dimmable.	EFFECTRON ELL-FR-200	Nos	4
11	200w LED Video Panel Light Tunable & Dimmable.	EFFECTRON ELL-VL-19202	Nos	6
12	DMX Lighting Controller with Rack mount photo isolator DMX splitter	ELLECTRON DMX CONTROLLER	Nos	1
13	Studio Pantograph Lights Track System with 10 numbers of extenders	Pantograph Light Stand	Nos	1
14	Ceiling General lighting LED fixture	HAVELLS Venus NEO	Nos	4
15	Custom Made Studio Motorised Backdrop System with Chroma Fabric of 15'x 11' with Remote	Dooya 45-RQ-6/28 Roller Motor + Chroma Fabric	Nos	1
16	Studio Motorised Backdrop System with Cromo Fabric of 8'x 11' with Remote	Dooya 45-RQ-6/28 Roller Motor + Chroma Fabric	Nos	2
17	Cordless Microphone Dual with dual Lapel microphone with Compatible, cable/Connectors & Soft Carrying Case	RODE Wireless Go II & Lavalier Go	set	2



S.No.	Description of Goods	Make and Model Number	Per	Quantity
18	Wireless Handheld Microphone with camera mountable Receiver with Compatible, cable/Connectors & Soft Carrying Case	SENNHEISER EW135P G4	Set	1
19	Ceiling Microphone with Compatible, cable/Connectors & Controller software	SENNHEISER Team Connect Ceiling 2	Set	1
20	Audio Digital Mixer with DSP with Compatible, cable/Connectors & Controlling software with 8p PoE Network Switch	HARMAN UI 16	Set	1
21	Wireless Headphone with compatible Bluetooth Transmitter	SENNHEISER HD350BT	Nos	1
22	Wired Headphone	SENNHEISER HD206	Nos	1
23	Audio Amplifier	BOSCH LBD-1930	Nos	1
24	Column Speaker with wall mount Stand	AUDAC KYRA6/B	Nos	2
25	4X4 HDMI Matrix Switcher with all cable, connector and accessories	Milestone Pro MP-MUH-88A2-H2	Nos	1
26	Armstrong Acoustic false Ceiling Tile with Armstrong Ceiling Grid System & all Accessories (Including the removal of the existing false ceiling structure and its disposal)	ARMSTRONG SIERRA MICROLOOK	Sqft	290
27	Armstrong Acoustic Fabric Wall Panel GI Wall Grid System & all Accessories	ARMSTRONG OPTRA WALL PANNEL	Sqft	273
28	Armstrong Acoustic Wooden Slat Panel GI Wall Grid System & all Accessories.	ARMSTRONG WOODWORKS CHANNELED PLANKS	Sqft	547
29	Anti-static Floor Carpet Tiles for studio floor & platform.	Millken Fixation XN 22 Tile	Sqft	381
30	Supply, Installation & Raising of the Roof of the studio room and adjacent office room as per site requirement through necessary restructuring/alteration/removal of the existing ceiling 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	Set	1
31	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	CUSTOMIZED	Nos	3
32	Custom-made Equipment Cabinet with modular accessories for drawers and cabinets as per the site requirement with	CUSTOMIZED	Nos	1

S.No.	Description of Goods	Make and Model Number	Per	Quantity
	sitting arrangement of the operator			
33	Supply & Refurbishment of the Studio's men's room with architectural Wall cladding film, internal concealed electrical point wiring, Toilet lighting fixtures etc as per the site requirement	CUSTOMIZED	Lot	1
34	Custom made 2 Nos of Studio Premium Lounge Chairs with Table/stool as per approved design	CUSTOMIZED	Set	1
35	Floor mounted Aluminium Raceway, Floor Junction Box with all accessories & switches/sockets as per the site requirement	CUSTOMIZED	Lot	1
36	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 as per site requirement.	STANDARD	Lot	1
37	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 with necessary thermal insulation etc	Daikin-RXYQ5ARV16 Daikin-FXFSQ125ARV16	Set	1
38	Air Purifier, 7 Stage, Ceiling Mount Cassette Type	Atlanta Air Purifier	Set	1
39	Manpower for operation & Maintenance of Video Conferencing & Video Recordings	Man Months		24



ANNEXURE-2: TECHNICAL SPECIFICATIONS

NOT Applicable

ANNEXURE-3: 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: -
Authorised Signatory: -
Seal of the Organization: -
Date:
Place:

Verified Signature:



ANNEXURE-4: 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 one year
- 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 one year preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-5 - TENDER FORM {to be filled by the bidder}

Addressed to:

Name of the Tendering Authority	Managing Director, RajCOMP Info Services Limited (RISL),
Address	First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Telephone	0141-2229394, 5103902
Tele Fax	0141-2228701
Email	aqueel.risl@rajasthan.gov.in (clearly mention the NIB no. in the subject of the mail)

Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick () mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:	Web-Site:		
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if Any				

- The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- We agree to abide by all the terms and conditions mentioned in this form 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:

Contact Person: _____

Name & Seal of the firm: _____

Authorized Signatory: _____



ANNEXURE-6: 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-7: DECLARATION BY BIDDER {to signed by selected bidder}

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

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-8: FORMAT FOR SUBMISSION OF PROJECT REFERENCE FOR TECHNICAL EVALUATION

Not Applicable

ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS {to be filled by the bidder
(On Rs. 100/- Non-judicial stamp paper)}

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-10: 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:



Financial Bid Format

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

Processing Authority: Managing Director, RISL
Name of Work: Request for Proposal (RFP) document for AMC of digital studio for CMR (Chief Minister Residence) and at Secretariat for one year through Single Source Method
NIB Ref. No: F3.3(455)/RISL/PUR/2023-01692 _____ dated _____
Bidder Name:

PRICE SCHEDULE

A. Price schedule for existing Studio at Library Building, Secretariat:

Sr.	Item Description	Quantity	Unit	Unit Rate (in INR) (excluding GST)	GST on Unit Rate (in INR) if applicable	Total Rate (in INR) (including GST)
1	2	3	4	5	6	7= (5+6) *3
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			
2.	Camcorder Monopod with Professional Video Head with Soft Carrying Case	1	Set			
Studio Lighting						
1.	200W LED Flood Light Tunable	3	Nos.			
2.	200w LED Video Panel Light Tunable & Dimmable.	2	Nos.			
3.	200W LED Fresnel Spotlight, Tunable & Dimmable	2	Nos			
4.	Studio Pantograph Lights Track System with 10 numbers of extenders	1	Nos.			
5.	Ceiling General lighting LED fixture	1	Nos.			
6.	DMX Lighting Controller with Rack mount photo isolator DMX splitter	1	Set			
Video Monitor & Microphone System						
1.	Cordless Microphone Dual with dual Lapel microphone with Compatible, cable/Connectors & Soft Carrying Case	1	Set			



Sr.	Item Description	Quantity	Unit	Unit Rate (in INR) (excluding GST)	GST on Unit Rate (in INR) if applicable	Total Rate (in INR) (including GST)
1	2	3	4	5	6	7= (5+6) *3
2.	55" LED TV with floor mounted, height adjustable stand	1	Set			
Studio Furniture						
1.	Custom Made General Office Desk with additional free standing side Cabinet, Keyboard drawer & other accessories	1	Set			
2.	Hydrolic Anchoring Chair	3	Nos			
3.	Custom Made Office 3Nos x2-Seater Sofa Set with 2x Center Table & 1XCorner Table	1	Set			
Desktop Computer for Studio						
1.	Desktop computer with keyboard, mouse & other accessories	1	Set			

B. Price schedule for existing Studio at CM Residence (CMR):

Sr.	Item Description	Quantity	Unit	Unit Rate (in INR) (excluding GST)	GST on Unit Rate (in INR) if applicable	Total Rate (in INR) (including GST)
1	2	3	4	5	6	7= (5+6) *3
Studio Controls, Video Processing, Streaming & Content Management System						
1.	Software VC Codec & Media Server with Content Management Software	1	Set			
2.	Systems Management Laptop PC with Carrying case	1	Nos			
3.	Multi-Camera Encoder/Streamer, Switcher/Monitor & Recorder	1	Set			
Studio Camera & Teleprompter 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 Aluminum Alloy Camera/Teleprompter Tripod Stand with soft carrying case	3	Set			



Sr.	Item Description	Quantity	Unit	Unit Rate (in INR) (excluding GST)	GST on Unit Rate (in INR) if applicable	Total Rate (in INR) (including GST)
1	2	3	4	5	6	7= (5+6) *3
2.	Camcorder Aluminum Alloy Monopod with Professional Video Head with Soft Carrying Case	1	Set			
3.	Studio Camera mounted 19" Teleprompter with 2xWireless Remote, Operator Desktop Console: with 1x4 HDMI Distribution Amplifier, with necessary stand, cable & accessories	1	Set			
4.	Speech Master Studio floor Mounted Teleprompter (Size 11") Dual Stand with necessary stand, cable & accessories	1	Set			
5.	Mobile Presidential Speech Teleprompter (Size 17") with Hard Carrying Case HDMI Splitter with necessary stand, cable & accessories	2	Set			
Studio Lighting & Backdrop System						
1.	200W LED Flood Light Tunable	8	Nos			
2.	200W LED Fresnel Spotlight, Tunable & Dimmable.	4	Nos			
3.	200w LED Video Panel Light Tunable & Dimmable.	6	Nos			
4.	DMX Lighting Controller with Rack mount photo isolator DMX splitter	1	Nos			
5.	Studio Pantograph Lights Track System with 10 numbers of extenders	1	Nos			
6.	Ceiling General lighting LED fixture	4	Nos			
7.	Custom Made Studio Motorized Backdrop System with Cromax Fabric of 15'x 11 with Remote	1	Nos			
8.	Studio Motorized Backdrop System with Cromax Fabric of 8'x 11 with Remote	2	Nos			
Video, Sound Reinforcement & audio Microphone System						
1.	Cordless Microphone Dual with dual Lapel microphone with Compatible, cable/Connectors & Soft Carrying Case	2	set			
2.	Wireless Handheld Microphone with camera mountable Receiver with Compatible, cable/Connectors & Soft Carrying Case	1	Set			



Sr.	Item Description	Quantity	Unit	Unit Rate (in INR) (excluding GST)	GST on Unit Rate (in INR) if applicable	Total Rate (in INR) (including GST)
1	2	3	4	5	6	7= (5+6) *3
3.	Ceiling Microphone with Compatible, cable/Connectors & Controller software	1	Set			
4.	Audio Digital Mixer with DSP with Compatible, cable/Connectors & Controlling software with compatible 8p PoE Network Switch	1	Set			
5.	Wireless Headphone with compatible Bluetooth Transmitter	1	Nos			
6.	Wired Headphone	1	Nos			
7.	Audio Amplifier	1	Nos			
8.	Column Speaker with wall mount Stand	2	Nos			
9.	4x4 HDMI Matrix Switcher with all cable, connectors and accessories	1	Nos			
Studio Civil & Electrical Work with Acoustic Treatment						
1.	Armstrong Acoustic false Ceiling Tile with Armstrong Ceiling Grid System & all Accessories (Including the removal of the existing false ceiling structure and its disposal)	290	Sqft			
2.	Armstrong Acoustic Fabric Wall Panel GI Wall Grid System & all Accessories	273	Sqft			
3.	Armstrong Acoustic Wooden Slat Panel GI Wall Grid System & all Accessories	547	Sqft			
4.	Anti-static Floor Carpet Tiles	381	Sqft			
5.	Supply, Installation & Raising of the Roof of the studio room and adjacent office room as per site requirement through necessary restructuring/alteration/removal of the existing 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			
6.	Custom-built Acoustic studio Doors of 50 mm thickness with fixing of suitable laminates to be Merged with Wall Panel;	3	Nos			



Sr.	Item Description	Quantity	Unit	Unit Rate (in INR) (excluding GST)	GST on Unit Rate (in INR) if applicable	Total Rate (in INR) (including GST)
1	2	3	4	5	6	7= (5+6) *3
	Polished Teak wood Wall frame & Accessories like Hettich 2D Adjustable Concealed Hinges, Concealed Door Closer, handle and other necessary accessories etc					
7.	Custom-made Equipment Cabinet with modular accessories for drawers and cabinets as per the site requirement with sitting arrangement of the operator	1	Nos			
8.	Supply & Refurbishment of the Studio's men's room with architectural Wall cladding film, internal concealed electrical point wiring, Toilet lighting fixtures etc as per the site requirement	1	Lot			
9.	Custom made 2 Nos of Studio Premium Lounge Chairs with Table/stool as per approved design	1	Set			
10.	Floor mounted Aluminum Raceway, Floor Junction Box with all accessories & switches/sockets as per the site requirement	1	Lot			
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 as per site requirement.	1	Lot			
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 with necessary thermal insulation etc	1	Set			
13.	Air Purifier, 7 Stage, Ceiling Mount Cassette Type	1	Set			
Manpower for 1 year O & M						
1.	Manpower for operation & Maintenance of Video Conferencing and Video recordings	24	Man Months			
“A & B” Total (In INR)						

***Note:**



1. All type of taxes shall be applicable as per prevailing Government norms.
2. 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, as mentioned in chapter 5.
3. The item description and quantity of the additional items should be considered as per the Annexure titled "Bill of Material".
4. Bidder shall mention the total cost in column V of the above table for respective items mentioned in column II. The unit cost for each item shall be derived by dividing the total cost of each item mentioned in the above table by the respective quantity offered for the said item as per Annexure titled "Bill of Material".



ANNEXURE-11: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____ by and between RajCOMP Info Services Limited, having its head office at 1st 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 RFP document dated _____ of <NIB No _____>.

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Letter of Intent vide Ref. 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 RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to M/s _____ at the rates set forth in the Lol 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 RFP, 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 RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of goods/ items with 1 year maintenance support shall be effected from the date of Lol i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

1.	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
2.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
3.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
4.	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%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of _____, 20____.

Signed By:	Signed By:



<p>() Designation: Company:</p>	<p>On behalf of Managing Director/Director (T) RajCOMP Info Services Limited,</p>
<p><i>In the presence of:</i></p>	<p><i>In the presence of:</i></p>
<p>() Designation: Company:</p>	<p>() Designation: RajCOMP Info Services Limited,</p>
<p>() Designation: Company:</p>	<p>() Designation: RajCOMP Info Services Limited,</p>



ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

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 name and designation of the officer/ authority who passed the order (enclose copy), ora statement of a decision, action or omission ofthe 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 representedby 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-13: 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.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(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. x`
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- 14: SELF-DECLARATION – NO BLACKLISTING (to be submitted by the selected bidder)

To,
{Procuring entity},

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

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 our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____