

2025

RajCOMP Info Services Limited (RISL)

**Request for Proposal (RFP) for Rate Contract to
setup VC Nodes in Jails through Open
Competitive Bidding (e-Tendering)**

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Request for Proposal (RFP) for Rate Contract to setup VC Nodes in Jails through Open Competitive Bidding (e-Tendering)

Ref. No.: F4.16(08)/RISL/Tech/2025/5184

Dated: 09-12-2025

Unique Bid No: RIS2526SLRC00059

Mode of Bid Submission	Online through eProcurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	16/12/2025 at 11:00 AM
Last Date & Time of Submission of Bid	16/01/2026 at 04:00 PM
Date & Time of Opening of Technical Bid	16/01/2026 at 05:00 PM

Cost of Tender Document: Rs. 5000/- Only (Five One Thousand Only)

RISL Processing fee: Rs. 2500 /- Only (Rupees One Thousand Only)

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

RajCOMP Info Services Limited (RISL)

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

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

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

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Abbreviations & Definitions

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
AV	Audio Visual
Authorized 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/ e-Bid	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 fulfillment 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
BoD	Board of Directors
BoM	Bill of Material
BoQ	Bill of Quantity is an XLS format of financial bid to be uploaded on e-procurement portal.
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. MD, RISL 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 5 Years of Operations & Maintenance Services after commissioning of the project.
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ Gol.
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). eGRAS facilitates collection of tax/ non-tax revenue in both the

	modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
ETDC	Electronic Testing & Development Center
EMD	Earnest Money Deposit
Endpoint	A device (along with hardware and software) capable of connecting to VC in a point-to-point or multiparty video conference.
FOR/ FOB	Fright on Road 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 Organization for Standardization
IT	Information Technology
ITeS	Information Technology Enabled Services
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MCU	A device (along with hardware and software) capable of interconnecting VC users in a point-to-point or multiparty video conference.
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 Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly.
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 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
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.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardization 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
VC	Point-to-point or multiparty video conference
VC Endpoint (Room-based)	The room-based VC end-point means a system having one CODEC, One PTZ Camera and One Mic.
WO/ PO	Work Order/ Purchase Order

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

Ref. No.: F4.16(08)/RISL/Tech/2025/5184

Date: 09-12-2025

Unique Bid No.: RIS2526SLRC00059

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, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Sanjay Sepat Designation: Manager (Technical) Address: First Floor, Yojana Bhawan, C-Block, C-Scheme, Jaipur-302005 (Rajasthan) Email: sanjaysepat.risl@rajasthan.gov.in and parmalmeena.doit@rajasthan.gov.in
Subject Matter of Procurement	Request for Proposal (RFP) for Rate Contract to setup VC Nodes in Jails through Open Competitive Bidding (e-Tendering)
Bid Procedure	Two-stage: two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://www.doitc.rajasthan.gov.in, http://risl.rajasthan.gov.in Bidding document fee: Rs. 5000 (Rupees Five Thousand Only) in Cash/ Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: Rs. 2500 (Rupees One Thousand Only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 12.5 Cr
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): Rs 25 Lac [2% of the estimated procurement cost or 0.5 % in case of SSI Units of Rajasthan and 1% for those sick industries other than SSI, whose cases are pending with BIFR]] Mode of Payment: Demand Draft or Bank Guarantee of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur"
Period of Sale/Download of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> From 09.12.2025 to 16.01.2026 (up to 04:00 PM)
Date/Time/Place for Pre-bid meeting	<ul style="list-style-type: none"> 16.12.2025 at 11 AM Place: RISL, Committee Room, Yojana Bhawan Campus, Tilak Marg, C Scheme, Jaipur (Rajasthan) Last Date of submitting pre-bid queries: 17.12.2025
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at eProc website (http://eproc.rajasthan.gov.in) Start Date: 26.12.2025 onwards End Date: 16.01.2026 (up to 04:00 PM)
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> Upto 04:00 PM on 16.01.2026
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 16.01.2026 at 05:00 PM Place: Board Room, 1st Floor, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 302005 (Rajasthan)

Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	120 days from the last date of bid submission
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorized 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. 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft/ Bank Guarantee for Tender Fee, Bid Security, and RISL Processing Fee up to prescribed time period, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft/ Bank Guarantee 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. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	

Sanjay Sepat
(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.

3. **Project Profile:**

Integrated Criminal Justice System (ICJS) has been established to make the justice delivery system more effective by integrating main pillars of criminal justice, i.e., the Police (CCTNS), Courts (e-Courts), Jails (e-Prisons), Forensic Lab (e-Forensic) and Prosecution (e-Prosecution).

To implement the vision of ICJS, 400 VC nodes are planned to be implemented in 97 Jails across Rajasthan. The proposed plan to establish count of VC nodes in jails are as mentioned below:

S. No.	VC Nodes	Count of Jails	Total VC Nodes
1	15	10	150
2	5	24	120
3	4	1	4
4	3	2	6
5	2	60	120
Grand Total			400

Users of the VC nodes will be mostly prisoners. In few cases, officials may also join the ICJS system through VC.

4. PRE-QUALIFICATION / ELIGIBILITY CRITERIA

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

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>A. A company registered under Indian Companies Act, 1956 / 2013</p> <p>OR</p> <p>B. A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>C. Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>D. An organization registered under The Rajasthan Societies Registration Act 1958.</p> <p>Note: Consortium upto two firms is allowed, subject to fulfillment of conditions laid down in RFP. The consortium shall not consist of more than two companies / corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Lead Partner". However, every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for overall execution of the project and all the penalties.</p> <p>In case of consortium, both members shall either of A/B/C/D mentioned above.</p>	<p>Copy of Certificate of Incorporation and Company Registration Certificate, as applicable.</p> <p>In case of a consortium, a Consortium Agreement (registered) must be submitted, duly signed by the consortium members. The Consortium Agreement (Annexure-19) must clearly specify the stake of each member and their roles and responsibilities.</p>
2	Financial: Turnover	<p>Average Annual Turnover of the Bidder(s) from IT/ITeS/Telecom/Audio Visual during last three financial years, i.e., from FY 2022-23, FY 2023-24 and FY 2024-25 as per audited balance sheet should be at least Rs. 30 Crores.</p>	<p>CA Certificate with UDIN (Unique Document Identification Number) and having</p>

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
			CA's Registration Number and Seal
3	Financial: Net Worth	The net worth of the Bidder(s), as on 31/03/2025, should be Positive.	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal
4	Technical Capability	<p>{</p> <p>The bidder must have successfully executed work through one Work Order (WO)/Purchase Orders (PO) (Supplied & commissioned) dated after 01.04.2022 of setup of IT/ITeS/Audio Visual.</p> <p>The executed work through the Work Orders (WO)/Purchase Orders (PO) should be of at least Rs. 3 Crore. The work related to (VC equipment)* must be at least Rs 1 Cr.</p> <p>}</p> <p>OR</p> <p>{</p> <p>The bidder must have successfully executed work through maximum two Work Orders (WO)/Purchase Orders (PO) (Supplied & commissioned) dated after 01.04.2022 of setup of IT/ITeS/Audio Visual.</p> <p>The executed work through the Work Orders (WO)/Purchase Orders (PO) should be of at least Rs. 4 Crore. The work related to (VC equipment)* must be at least Rs 1.25 Cr.</p> <p>}</p> <p>(Bidder to submit the documents as per Annexure – 15 for any Govt/PSU/Bank only)</p>	<p>Work Order + Work Completion Certificates from the client + CA certificate with UDIN;</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client showing acceptance of completion of the work + CA certificate with UDIN</p>

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		<p><u>(VC equipment)* Definition:</u></p> <p><i>This includes Camera, Mic, Codec/OPS, Dedicated VC equipments, Display screen, any Audio-Video (AV) products (Network equipments, Speaker, Display, Audio/Video Mixtures, Amplifiers/switchers etc. and their associated cables, AV equipments, civil/electrical work etc. Without Camera & Mic, the remaining equipments shall not be considered in "VC equipment".</i></p>	
5	Tax registration	<p>The bidder should have a registered number of</p> <ol style="list-style-type: none"> GST Registration Income Tax / PAN Number 	Copies of relevant certificates of registration
6	Certifications	The bidder must possess, at the time of bidding, a valid ISO 9001 or similar.	Copy of a valid certificate
7	Mandatory Undertaking	<p>Bidder should: -</p> <ol style="list-style-type: none"> not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; Not have a conflict of interest in the procurement in question as specified in the bidding document. 	A Self Certified letter on bidder's letter head duly signed by Auth. Signatory as per Annexure 9: Self-Declaration

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		d) Comply with the code of integrity as specified in the bidding document.	
8	Mandatory requisites	The bidder must be an authorized system integrator for sale, support and services of the OEM who meets the criteria under Eligible Goods and Services of the products being quoted in this bid.	The bidder must attach Manufacturer Authorization (MAF) for all the quoted products as per Annexure-6.

In addition to the provisions regarding the qualifications of the bidders as set out in (3.1) above: -

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

5. SCOPE OF WORK, DELIVERABLES AND TIMELINES

5.1. Details of Scope of Work (SoW)

The bidder has to supply, install/deploy and maintenance the equipment/services. The bidder has to provide the OEM/Bidder Warranty (As per Annexure – 1) of the equipment from Go-Live date.

- 1) **Survey of Site and Preparation of Layout Document:** The selected bidder shall within 15 days from the survey order / email, visit & survey the site and prepare a detailed survey report with existing infrastructure of the site (Civil, electrical, IT, etc.), proposed Layout of cubicles with BoM (Annexure – 1) and any infrastructure gap which should be undertaken by concerned department / site officials.

Selected bidder shall take into consideration the following parameters (but not limited to) for preparation of survey document.

- i. Length, Breadth and Height of the room/space, details on windows, platforms / dais, seating capacity and seating plan.
- ii. Proposed changes in the civil infrastructure (if any, to be finalized after discussions with the department)
- iii. Schematic diagram/ drawing showing Layout of the proposed room/space. This schematic diagram shall be developed using a fixed scale and preferably through some software clearly indicating the location of various equipment.
- iv. Existing facilities for electrical inputs, cooling etc. in the space where cubicles shall be deployed.
- v. Proposed requirements of Tube lights, type of light, type of paint, type of curtains etc. to ensure good video conferencing.
- vi. Assessment of network connectivity available at the office and BoM requirement to extend the available connectivity to the site for uplink.

The survey report should be jointly signed by local jail official and bidder representative.

- 2) After survey and due official proceedings, RISL may issue Work Order/Purchase Order along with approved layout by to the bidder for supply and commissioning of the equipment at the designated sites. All the supplied items are to be installed integrated and commissioned as per the layout diagram.
- 3) Due to any change in the site-specific details which may have effect on execution of the work order, a required corrigendum on layout diagram and work order may be issued by RISL as and when required.
- 4) All the supplied components must come with required accessories for proper functioning and their physical installation. Any component required for physical installation which doesn't come with the product, the bidder has to supply without additional cost to the purchaser.

- 5) Supply any passive components / equipment (like Screws, clamps, fasteners, ties, anchors, supports, grounding strips, wires, termination kits etc.) required for completing installation.
- 6) All the equipment / BoM items should be installed in a conscientious manner as per the OEM guidelines and best industry practices. Local site regulation / codes shall be followed at all times.
- 7) The bidder has to provide Standard Operating Procedure (SOP) for the deployed BoM items to all the sites which should have details of BoM item details, deployment architecture, operations, troubleshooting, FAQ, helpdesk details, etc
- 8) The BoM deployment should be done in such a manner that integration of all the BoM items should be tightly coupled and departmental staff should be operating it with minimal efforts.
- 9) The bidder should not cause any damage to the premises / property and will perform restoration if any damage occurs.
- 10) OEM/Bidder Warranty must be provided from date of Go-Live provided by RISL after successful UAT of the installed equipments. The bidder has to provide the OEM / bidder warranty (as applicable) from date of commissioning for duration mentioned in Annexure – 1.
- 11) Bidder shall also ensure uptime of all the equipment/services as per the SLA requirements as mentioned in the tender documents.
- 12) The quantity mentioned in the referred Annexure is tentative and the order shall be placed as and when required. RISL doesn't guarantee any minimum quantity. The Rate Contract is valid for 2 years.
- 13) Bidder shall coordinate with the Prison / Jail administration in sorting out issues and fixing of problems related to VC Systems Integrations with 3rd party Hardware / Software, equipment/Items and related ITC services.
- 14) The bidder would be responsible to provide any cables such as UTP, Ethernet, HDMI, VGA cables on need basis, in case of any faults in the existing cables. The bidder shall maintain sufficient spare parts i.e display units & related accessories, camera cable, remote, HDMI Cable, mike extension cable, microphone, power adaptor, presentation cable, patch chord etc. These spares would be used in case of any fault in the supplied equipment. The bidder must replace any faulty equipment / item with equipment / item having same or better specifications.
- 15) The bidder shall coordinate with existing vendor for Power & Networking to get them resolved on priority. If Network / Power line of the building / premises is not working, then concerned department shall get it rectified. The Bidder shall not be responsible for the same.
- 16) OEM Warranty must be provided from date of Go-Live provided by RISL from Go-Live of the supplied equipments. Bidder should have direct back-to-back service support agreement with the respective OEM for which OEM warranty is required.

DoIT&C/RISL/Bidder/ GoR must be able to log a support ticket directly to OEM helpdesk to get telephonic/ remote support directly from OEM as required. OEM may address ticket directly or through authorized channel partner. The bidder will be solely responsible to do any coordination with the OEM for raising Support/TAC cases, RMA (Return Material Authorization) and roll out of new associated features and functionality. The bidder will be responsible to carry out all software updates and upgrades.

- 17) For successful implementation of the project, the Bidder/SP, shall designate one employee as single point of contact (SPOC) for RISL/concerned department throughout this project. Bidder/SP shall provide the contact numbers, e-mail id and other relevant details of the SPOC to DoIT&C/RISL. The SPOC need to be based at DoIT&C/RISL. The SPOC should be deployed within 15 days of first work order and will be deployed till exit management of the project. The qualification / working hours will be as mentioned below:

S. No.	Qualification	Working Hours	Leave	Penalty
1	Minimum Experience: 8 Years in IT/ITeS/AV project implementation Qualification: B.E/ B.Tech (IT / CSE/ ECE) /MCA /MBA	Government Working Hours	6 days Casual Leaves allowed per Bi-annual payment cycle.	Rs. 3,000 per absent day beyond allowed leaves

Non-deployment/ non availability of the required manpower shall attract penalty. The applicable penalty shall be deducted from Bi-annual payments.

- 18) The Successful bidder shall provide preventive maintenance services Bi-Annually of Go-Live equipments. Successful Bidder has to ensure that the services should not be disturbed during the preventive Maintenance. In case downtime is required for preventive maintenance, bidder has to take approval from RISL well in advance. The preventive maintenance shall include:

- Inspection of all the civil infrastructure for any deficiency (tear, dampness, loose screws, cleaning) during O&M and immediate rectifications of the same. Bidders are advised to take special take care of civil infrastructure in Rainy season.
- Conduct inspection (check for loose contacts in the cable and connections etc.), testing, satisfactory execution of diagnostics and necessary repairing of equipment.
- Cleaning and removal of dust and dirt from the deployed IT / Non-IT/Civil BoM.

5.2. BoM Details:

The BoM (Annexure – 1) is planned in a view that all the work to commission the VC nodes should be undertaken under this project. The components are as mentioned below:

A. The Cubicle (Civil Infrastructure): An 8x6xh sq feet (h is the height between floor and roof) closed cubicle should be implemented for each VC node with below mentioned features:

- a. The room should be sound resistant.
- b. one 7x3 (sq feet) door) with glass window should be installed.
- c. One table (3x2 sq feet) and 2 standard office chairs.
- d. False Ceiling Work
- e. Vitrified Tiles for Flooring
- f. Civil work (Bricks & Masonry) arrangements to close /cover the window.
- g. All the equipments (IT & Non-IT) should be connected with UPS power.

B. Cubicle Electrical / IT Infrastructure:

Below mentioned items should be installed in each cubicle:

- a. 2-port faceplate with two keystone jacks
- b. Two 2-meter patch chords
- c. 6 switch and 4 socket (2 16 amp and 2 6 amp) power switch board
- d. 1.5 sq mm wire to provide electricity from UPS
- e. Minimum Recessed Luminaire
- f. Wall Fan

C. Audio – Video Equipments: To cater the AV requirements in each VC node, below mentioned equipments are planned to be installed:

- a. 43-inch LED TV
- b. Desktop Computer without display monitor. The LED screen should be used as display monitor. The Desktop should have remote control feature.
- c. Bar Camera with mic

D. Common Network Components: For network connectivity availability at each Jail site, below mentioned equipments are planned to be installed:

- a. 6U Network Rack to install switch.
- b. 8-port OR 24-port L2 managed network switch as per requirement of VC nodes.
- c. Cat6 Cable in Casing and Conduiting for cubicle and uplink of switch from nearest network connectivity available.
- d. 6-core ADSS OFC (with splicing / termination / pigtails) at overhead / underground laying for the jail site where existing network rack is having distance of 90 meter and above. The OFC should be laid in HDPE duct in case of underground laying.
- e. The 6 port LIU/Fibre Patch Panel/Fibre Distribution (6F) should be installed at both ends.
- f. The Media coverter with SFP should be provided.
- g. 2-meter OFC Patch Cord (Duplex)

E. Common Electrical equipments: For power availability at each Jail site, below mentioned equipments are planned to be installed:

- a. Earthing for the network rack and UPS.
- b. Central power distribution box for each Jail site.
- c. 2 Pole 63 Amp MCB with cover for each jail site. It is to be connected between Raw power and UPS.
- d. Single Pole 16 Amp MCB for each VC Node. All the VC node equipment should be powered through it. These MCBs will be installed in the power distribution box.
- e. 1/3/5/10 KVA UPS for each Jail site. The raw power should be connected to the UPS and further power to all VC nodes and electrical components should be distributed after UPS.

5.3. UAT and Go-Live

The primary goal of Acceptance Testing is to ensure that the work (including all the components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability.

- a. The Successful bidder shall inform RISL in writing, as and when the work is completed for a specific work order, with the request to conduct UAT.
- b. RISL may involve a committee OR Third-Party Auditor (TPA) at its own costs to check and verify the installation & commissioning, UAT, deliverables against milestone, any other work & services under the project. The bidder shall be required to extend required cooperation for successful UAT by committee/TPA.
- c. The bidder shall co-ordinate in carrying out test as defined in the RFP. The bidder shall bring any required testing equipment to site as required under the procedure to carry out testing at no extra cost.
- d. The UAT may be carried out on sample basis/all the sites, as decided by RISL. The bidder is required to rectify the shortcomings reported, if any, during the testing. The selected bidder shall make the required changes at no extra cost.
- e. The time taken for approval of UAT acceptance by DoIT&C/ RISL, shall not be considered as delay on bidder's part.
- f. The Go-Live will be given per approved layout basis instead of equipment basis. RISL will not give any partial Go-Live for any of the VC node.
- g. UAT of each VC Node shall include the following tests which are essential requirement under the project.
 - i. Demonstration of compliance of technical specifications of supplied equipments in accordance with work order issued.
 - ii. Delivery Challan and Installation Report
 - iii. The VC node should be working and integrated with ICJS system.

5.4. Project Milestones, Deliverables & Timelines

The milestones, deliverables and time schedule for the implementation of the project shall be as follows:-

- a) The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange manpower, supplies and provide the required services within the specified period.
- b) It should be noted that any delay in the project timelines shall attract Liquidated Damages to the selected bidder.

S. No	Milestone	Deliverable	Timelines	Payment Schedule
1	Survey Completion of 97 Jails	<ul style="list-style-type: none"> Survey Report 	Within S+15 days from date of Survey order /email.	-
2	Supply and Commissioning of equipments as per Annexure – 1 (except mentioned at Sr no 4 of this table)	<ul style="list-style-type: none"> Invoice Go-Live Letter Warranty Documents 	Within T+120 days from date of work order.	(70%) BoM item cost at the time of commissioning.
3	Bi-annual Payment against commissioned equipments	<ul style="list-style-type: none"> Invoice/Letter Preventive Maintenance Report RMA/Ticket/ complain Records Inventory Status 	Payment request may be raised after completion of the timeline	Remaining (30%) in 5% bi-annual instalment from date of commissioning.
4	Supply and Commissioning of Passive Items (Sr. no. 9, 10, 11, 12, 13, 14, 18 and 21-30 as per Annexure – 1)	<ul style="list-style-type: none"> Invoice Go-Live Letter 	Within T+120 days from date of work order.	(100%) equipment cost at the time of commissioning.

Note:

- In case Go-Live is not issued after supply of the equipment at designated locations/RISL store due to “Site Not Ready” / “Permission Awaited” / “Force Measure Event / Maintaining the sufficient inventory”,
 - There will be a buffer waiting period of 3 months. After 3 months, the bidder will be eligible to claim 70% of BoM value from RISL. Although, bidder has to install the delivered equipment within 15 days of intimation.
 - The Warranty will be started from next month’s first date after lapse of buffer waiting period. The bidder will be eligible for the bi-annual payment of against the supplied equipments from date of warranty start.

General Information:-

- a) Here “S” and “T” are the date of survey order / email and issuance of work order respectively. The Dates are excluded in timeline calculation.
- b) RISL is working as a Pure Agent and executing the projects on behalf of Government of Rajasthan. All the invoices should be raised in the name of department for which goods and services will be taken. The name for which billing will be done, shall be intimated by RISL.
- c) 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.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- g) Taxes (GST, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

6. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Pre-bid Meeting/ Clarifications

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

3) Changes in the Bidding Document

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

- e) Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

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

5) Format and Signing of Bids:

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A single-stage two-part/ cover system shall be followed for the Bid: -
- Technical Bid, including fee details, eligibility & technical documents
 - Financial Bid
- d) The Technical Bid shall consist of the following documents shall be uploaded in scanned PDF format (Bidder's are required to fill relevant page no.'s of the bid document submitted in the table given below): -

Sl. No.	Documents Type	Document Format	Page No.
1	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory (as per Annexure-10)	
Fee Details			
2	Bidding document Fee (Tender Fee)	Proof of submission (PDF)	
3	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)	
4	Bid Security	Instrument/ Proof of submission (PDF)	
Eligibility Documents			
5	Bidder's Authorization Certificate along with a copy of board resolution/ Power of Attorney in favour of person signing the Letter of Authority	As per Annexure-4 and copy of Power of Attorney/ Copy of board resolution	

Sl. No.	Documents Type	Document Format	Page No.
	stating that the Authorized signatory can sign the bid/contract on behalf of the firm		
All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility as per the format mentioned against the respective eligibility criteria clause.			
6.	Legal Entity		
7.	Financial: Turnover		
8.	Financial: Net Worth		
9.	Technical Capability		
10.	Tax registration		
11.	Certifications		
12.	Mandatory Undertaking		
13.	Mandatory requisites		
14.	Local support in Jaipur		
Technical Documents			
15	Certificate of Conformity/ No-Deviation	As per Annexure-5 (PDF)	
16	Undertaking of Authenticity of Equipment	As per Annexure-7 (PDF) [On non-judicial stamp paper of Rs. 100	
17	Components Offered + Technical Specifications compliance sheet for all items only on OEM Letter Head	As per Annexure-8 + As per Annexure-2 along with datasheet {Compliance sheet as per Annexure 2 from OEM of the product and bidders both.}	
18	Other documents	All other Annexures-1,3, etc., duly filled (as required) and signed	
19	Covering Letter of Financial bid*	As per Annexure-11 (PDF)	
20	Certificate Of Conformity/ No Deviation By OEM	As per Annexure-5 (Scanned copy)	
*Please note that only the “Covering Letter of Financial bid” needs to be submitted along with the technical bid. Financial bid (commercials) needs to be submitted only on e-procurement website as per the BoQ template.			

e) Financial bid shall include the following documents: -

Sr. No.	Documents Type	Document Format	Page No
1.	Financial Bid – Cover Letter	On bidder’s letter head duly signed by authorized signatory as per Annexure-12 (PDF)	

2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal	
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- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid submitted by the bidder.

6) Cost & Language of Bidding

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

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. The bidder shall quote for single brands/ make/ model for each item in the technical Bid and should also mention the details of the quoted make/ model in the “Annexure-09: Components Offered”.

8) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed

issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

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

9) Deadline for the submission of Bids

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

10) Withdrawal, Substitution, and Modification of Bids

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

11) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. Bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. Bid is valid for the period, specified in the bidding document;
 - c. Bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. Other conditions, as specified in the bidding document are fulfilled.
 - e. Any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method

The selection method is Least Cost Based Selection (LCBS or L1). One Lowest evaluated technically responsive bidder shall be selected for award of contract on cumulative total amount of the BOQ as per its financial bids (with OR without negotiations).

In case of more than one bidder are having L1 rates, the bidder who have executed more work related to VC Equipment* in any (as applicable) of their submitted work order against PQ (Technical Capability) of this tender document, will be declared as L1 bidder.

13) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification

regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal/email/letter.

- 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.

14) Evaluation & Tabulation of Technical Bid

a) Determination of Responsiveness

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

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate,

Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

Bids shall be evaluated based on the documents submitted as part of technical bid.

Technical bid shall contain all the documents as asked in the clause “Format and signing of Bids”.

POC may be conducted for any item asked in tender document and if not found technically qualified, complete bid will be rejected.

d) Tabulation of Technical Bids

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

15) Evaluation & Tabulation of Financial Bids

- a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.
- b) The process of opening of financial bids/ covers shall be similar to that of technical bids.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
- d) Conditional Bids are liable to be rejected;
- e) In order to decide the L1 bidder, Refer “Selection Method” at Point 12.
- f) To evaluate a bid, the tendering authority shall consider the following:-
 - a. the bid price as quoted in accordance with bidding document.
 - b. price adjustment for correction of arithmetic errors in accordance with bidding document.
- g) 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.

- h) The offers shall be evaluated and marked L1, L2, L3 etc. based "Selection Method" as above. L1 being the lowest offer and then others in ascending order.
- i) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity.
- j) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid and sign it.
- k) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

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

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

17) Price/ purchase preference in evaluation

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

18) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought, shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him/her, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure shall be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19) Exclusion of Bids / Disqualification

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

20) Lack of Competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:-
 - i. the Bid is technically qualified;
 - ii. the price quoted by the bidder is assessed to be reasonable;
 - iii. the Bid is unconditional and complete in all respects;
 - iv. there are no obvious indicators of cartelization amongst bidders; and
 - v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

22) Information and publication of award

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

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

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

24) Right to Vary Quantities

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - 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 goods or services of the original contract.
 - iii. Such orders shall not be given for a period exceeding one month from the date of expiry of last supply* (delivery) made and also subject to the condition that price have since not reduced and purchase were not made on urgent basis.

*Last supply mean supply made under clause (b) above.

25) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5%, of the amount of supply 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.
- c) In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the estimated cost of procurement (Fixed performance security) and 0.5% (variable performance security) 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 1.5% estimated cost of procurement (Fixed performance security) and 0.5% (Variable Performance security).
- d) Performance security shall be furnished in any one of the following forms: -
 - i. Bank Draft or Banker's Cheque of a scheduled bank;
 - ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post

Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

- iii. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - iv. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of 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.
- e) Performance security furnished in the form specified in clause [b.] to [e.] of (C) above shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- f) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.
 - iii. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- g) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- h) No interest shall be payable on the PSD.
- i) The performance security under the NIB should be submitted as per RTTP Act 2013 and its amendments.

26) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

27) Confidentiality

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

28) 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 –
 - i. at any time prior to the acceptance of the successful Bid; or
 - ii. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - ii. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

29) 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: -
 - i. 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;
 - ii. disclosure of conflict of interest;
 - iii. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - i. exclusion of the bidder from the procurement process;
 - ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii. forfeiture or encashment of any other security or bond relating to the procurement;
 - iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

30) 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.

31) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) 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 (b) 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: Commissioner & Special Secretary, IT&C, GoR>
: <Second Appellate Authority: Secretary (Budget), Finance Department, GoR>
- f) Form of Appeal:
 - i. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
 - ii. 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.
 - iii. 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:

- i. 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.
- ii. 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:
 - i. 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.
 - ii. 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/her; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. 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.
 - iv. 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.

32) 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/she, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

33) 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.

34) 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:
- b) Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he/she proves that the offence was committed without his/her knowledge or that he/she had exercised all due diligence to prevent the commission of such offence.

- c) 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.
- d) For the purpose of this section-
 - i. “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
 - ii. “director” in relation to a limited liability partnership or firm, means a partner in the firm.
- e) 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.

35) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence:
 - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); OR
 - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

36) 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.

7. 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.

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



1. Contract Documents

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

2. Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3. Language

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

4. Joint Venture, Consortium or Association

Joint venture, consortium, or association is not allowed for this bid.

5. Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as 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.

- 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 to meet warranty clause.
- 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 4 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 this document, the quantity and specifications are for minimum quantity and configuration respectively. The bidder may supply higher configuration.
- c) 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.
- d) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale and End of Service/ Support for the period as mentioned in BoM (Annexure -1) 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 and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shift/change of place of Installation: The user will be free to shift/change the place of installation prior to installation within the same city /town/ district/ division. The successful/ selected bidder shall physically shift equipments/ software/ components to new location and carry out installation at new location (location details will be provided by the purchaser as and when required) at no extra cost to purchaser.

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

14. Taxes & Duties

- a) The TDS, GST etc., 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. Copyright

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

16. Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier/ Selected Bidder need to share with RISL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17. Sub-contracting

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

18. Specifications and Standards

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

- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

19. Packing and Documents

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

20. Insurance

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, till handover of the project is achieved. 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.
- c) The successful bidder shall be responsible for storage, security and insurance of the all the material / equipment's under VC infrastructure. In case of any theft / burnt / damage etc. cases, the bidder has to replace the equipment in working conditions without any extra cost to purchaser. If any equipment's are beyond repairable / burnt case, the bidder shall either repair or replace the item with the same or higher capacity at no extra cost to the purchaser. The specifications, make and model of the equipment's shall be submitted to RISL for approval, before deploying the same.

21. Transportation

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

22. Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

- c) After successful inspection, it will be suppliers/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

23. Samples

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

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

24. Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of supplier/ bidder/ selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

25. Testing charges

Testing charges shall be borne by the Government. In case, test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

26. 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 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.

27. Payments

- a) 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 in accordance with G.F.& A.R all remittance charges will be borne by the bidder.
- b) In case of disputed items, disputed amount shall be withheld and will be paid on settlement of the dispute.
- c) 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.

28. Liquidated Damages (LD)

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of which the bidder has failed to supply/commence services: -
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) 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.
- e) 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.

- f) Bidders must make their own arrangements to obtain import license, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

29. Authenticity of Equipment

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

30. Warranty

- a) The bidder must supply all items with comprehensive on-site valid warranty for the period of as mentioned in BoM (Annexure –1).
- b) The bidder shall submit a certificate/ undertaking from the respective OEMs as specified in BoM (Annexure –1), 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) The selected bidder shall either repair or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM as per the time period specified under clause "Service Level Agreement (SLA)"

- e) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser shall impose penalty as specified in RFP.
- f) 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.

31. Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

32. Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

33. 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 DoIT&C or RISL, the DoIT&C or RISL may take the case with the supplier/ selected bidder on similar lines.

34. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.



- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

35. Termination

a) Termination for Default

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part:
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by 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.

36. Exit Management

a) Preamble

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

b) Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a <six months> period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the department as desired by the procuring entity during the exit management period.
- iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C/RISL 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 the 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 lessors, 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.

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

1. **Price Fall Clause:**

The prices charged for the material supplied under the Rate contract by the bidder shall in no event exceed the lowest price at which the bidder sells the material or offer to sell material of identical description to any person(s)/organization(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed. If at any time during the said period, the Bidder reduces the Sale price, sells or offers to sell such material to any person(s)/ organization(s) including the Purchaser or any Statutory undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to RISL/Indenting Dept. and the price payable under the Contract for the material supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to:

- Export/deemed Export by the bidder
- Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.

Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

2. **Service Level Standards/ Requirements/ Agreement:**

Sl. No.	Service Description	Reporting Period	Target Service Level	Penalty	Remarks
1	Resolution of complains of "Cubicle civil infrastructure" only	Bi-annual	Within 72 hours of lodging/ intimation of complaint or failure through email, phone, NMS, etc.	0.5% of the equipment cost per 12 Hours or part thereof per component after 72 hours	The maximum penalty shall not be more than the total 25% CAPEX cost of the cubicle civil infrastructure.
2	Resolution of complains of "Cubicle Electrical / IT Infrastructure" including item at Sr. No 21.	Bi-annual	Within 48 hours of lodging/ intimation of complaint or failure through email, phone, NMS, etc.	0.5% of the equipment cost per 8 Hours or part thereof per equipment after 48 hours	The maximum penalty shall not be more than the total 25% CAPEX cost of the cubicle civil infrastructure.
3	Resolution of complains of "Audio Video Equipment"	Bi-annual	Within 48 hours of lodging/ intimation of complaint or failure through	0.5% of the equipment cost per 8 Hours or part thereof per	The maximum penalty shall not be more than the total 25%

Sl. No.	Service Description	Reporting Period	Target Service Level	Penalty	Remarks
			email, phone, NMS, etc.	equipment after 48 hours	CAPEX cost of the cubicle civil infrastructure.
3	Resolution of complains of common "Network Equipment" and "Electrical Equipment" of the Jail site where whole Jail site is down	Bi-annual	Within 24 hours of lodging/ intimation of complaint or failure through email, phone, NMS, etc.	0.5% of the all equipments (except civil infrastructure) of the jail site cost per 6 Hours or part thereof per equipment after 24 hours	The maximum penalty shall not be more than the total 25% CAPEX cost of the site

Note:

1. The faulty equipment needs to be collected from respective location by the selected bidder for AMC/RMA and the repaired/replaced equipment shall be deployed by the selected bidder at respective location. The request of RMA/service for the equipment should be done through web portal/email/NMS etc. The SLA shall be calculated accordingly.
2. The delay in attending the VC services/IT products due to reasons not attributable to the SI (e.g., Network down, premises locked etc) shall be excluded from the SLA.
3. In case penalty reaches maximum in one year for aforementioned SLA, the purchaser may invoke termination clause as per RFP.

ANNEXURE-1: BILL OF MATERIAL (BOM)

S. No.	Item Description	Qty	Unit	MAF Required	Period of Onsite OEM Comprehensive Warranty	Period of Onsite Bidder Comprehensive Warranty
Cubicle Civil Infrastructure						
1	Cubicle	6000	Sq meter	N	-	3 years
2	False Ceiling	2000	Sq meter	N	-	3 years
3	Paint	20000	Sq meter	N	-	3 years
4	Vitrified Tiles with chemical cement	2000	Sq meter	N	-	3 years
5	Bricks	2000	Nos	N	-	3 years
6	Masonry Work	50	Sq meter	N	-	3 years
7	Table	400	Nos	N	-	3 years
8	Chair	800	Nos	N	-	3 years
Cubicle Electrical / IT Infrastructure						
9	2-Port Faceplate with two keystone jacks	400	Nos	N	-	3 years
10	2-meter Patch Chords	800	Nos	N	-	3 years
11	6 switch and 4 socket (2 16 amp and 2 6 amp) power switch board	400	Nos	N	-	3 years
12	1.5 sq mm wire	15000	meter	N	-	3 years
13	LED Luminaire	400	Nos	N	-	3 years
14	Wall Fan	400	Nos	N	-	3 years
Audio Video Equipment						
15	43-inch LED TV	400	Nos	Y	3 years	-
16	Desktop computer without monitor	400	Nos	Y	3 years	-
17	Bar Camera with Mic	400	Nos	Y	3 years	-
Common Network Equipment						
18	6U Rack	97	Nos	N	-	3 years
19	8-port L2 managed network switch	60	Nos	Y	3 years	-
20	24-port L2 managed network switch	47	Nos	Y	3 years	-
21	Cat6 UTP cable in casing / conduit	50000	Meter	N	-	3 years
22	6-core ADSS OFC	10000	Meter	N	-	3 years
23	Laying of OFC (Overhead / Underground)	10000	Nos	N	-	3 years
24	Media Converter with Universal SFP	100	Nos	N	-	3 years
25	Single Mode 6 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (6F) Frame including installation and Splice of Termination of Fibres	100	Nos	N	-	3 years
26	2 Meter OFC Patch Cord (Duplex)	100	Nos	N	-	3 years
Common Electrical Equipment						
27	Earthing	97	Nos	N	-	3 years
28	Power Distribution Box	97	Nos	N	-	3 years



29	2-pole 63 Amp MCB	97	Nos	N	-	3 years
30	Single Pole 16 Amp MCB with cover	400	Nos	N	-	3 years
31	1 KVA Online UPS	20	Nos	Y	3 years	-
32	3 KVA Online UPS	63	Nos	Y	3 years	-
33	5 KVA Online UPS	24	Nos	Y	3 years	-
34	10 KVA Online UPS	10	Nos	Y	3 years	-

Note:

1. The bidder has to ensure that supplied item should be in compliance with *Land Border clause* of Government of India.
2. All the supplied Hardware/ Software should be Interoperable, IPv6 ready (as applicable) and in compliance with the policies/ guidelines issued by DeITY, GoI in this regard.
3. Also, the bidder is to quote/propose only one make/ model against the respective item.
4. Bidder shall provide all hardware /software/License / accessories for Installation of equipment's mentioned in BOM.

ANNEXURE-2: TECHNICAL SPECIFICATIONS

Any additional components, sub-components, assemblies, sub-assemblies that may be required to meet the desired performance requirements will have to be provisioned by the SI at no additional cost.

Item No 1: Cubicle

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
PWD BSR Civil 2022: 17.35 / 36	Providing and fixing in position wall panelling at all heights with integral densified calcium silicate panels/tiles of size 595x595mm, having NRC (Noise Reduction coefficient) of 0.50 minimum) as per IS 8225:1987, Light reflectance of 85% (minimum). Non-combustible as per BS:476 (part-4), fire performance as per BS:476 (part 6 & 7), Humidity resistance of 100 %, thermal conductivity <0.043 W/m K as per ASTM 518:1991, comprising of a frame made from especially fabricated galvanised mild steel sheet 0.50 mm thick pressed section (galvanizing @120 grams per sqm including both sides) i.e. vertical studs of size 48x34x36 mm are placed at 600mm center to center in a floor and ceiling channel section of size 50x32mm fixed to the floor and soffit at 600mm centers using 12mm dia, 50mm long wedge type expanded zinc alloy dash fastener with 10mm bolt. The joints between the panels are to be duly jointed and finished using recommended jointing calcium silicate based compound and fiber joint tape roll 50mm wide (90 metre) roll and two coats of primer suitable for panelling as per manufacturer's specification as per direction of Engineer-in-Charge all complete.		
PWD BSR Civil 2022: 8.21.1	Providing and fixing 50 mm thick resin bounded glass wool 32 kg/cum density wrapped in jute cloth bag (box type) and held in position using chicken mesh		
PWD BSR Civil 2022: 8.21.2	Providing and fixing Hassian cloth of approved colour and texture over soft wood frame glass wool & fibre glass tissue paper		
PWD BSR Civil 2022: 8.13.3.1	Providing and fixing external grade board solid core single leaf flush door shutters ISI 2202-67 marked using Phenol formal dehyderesin in glue both sides with approved steel fittings complete as per annexure 'A' : 35 mm thick. Commercial Veneer both side		
PWD BSR Civil 2022: 8.14	Extra for providing external lipping with 2nd class teak wood battens 6 mm minimum depth on all edges of shutters (over all area of door shutter to be measured) Over item no. 8.13.		
PWD BSR Civil 2022: 8.18.2	Extra for providing other type of fittings as mention in annexure A (as approved by EI): Stainless steel fittings		
PWD BSR Civil 2022: 8.15	Extra for providing vision panel not exceeding 0.1 Sqm in all type of flush doors (cost of glass excluded) (overall area of door shutter to be measured) :		

PWD BSR Civil 2022: 8.7 (b)	Extra for providing toughened glass panes instead of ordinary float glass panes in doors, windows and clerestory window shutters. (Area of opening for glass panes excluding portion inside rebate shall be measured).		
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Item No 2: False Ceiling

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
PWD BSR Civil 2022: 10.28	Providing and fixing Grid type false ceiling of 14 mm thick Acoustical with fine fissured tiles/ Mineral fibre high density tiles with butt edges false ceiling tiles of size 595x595 mm in true horizontal level suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanized @ 170 gsm/sqm.) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38mm made from 0.30mm thick (minimum) sheet spaced at 1200mm center to center and cross "T" of size 24x25mm made of 0.30mm thick (minimum) sheet, 1200mm long spaced between main "T" at 600mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600mm and size 24x25mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600mm panel to form grids of 600x600mm and wall angle of size 21x21x0.30 mm and laying false ceiling tiles of approved texture in the grid including, wherever, required, cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats fixed to ceiling with 6 mm dia and 50mm long dash fasteners, 4mm GI adjustable rods with galvanised level clips spaced at 1200mm center to center along main T, bottom exposed width of 24mm of all T-sections shall be pre-painted with polyester paint, all complete at all heights as per specifications drawings and as directed by Engineer-in-Charge. (The tiles should of 90 % RH avg. NCR 0.55 light reflectance > 80% thermal conductivity K = 0.052-0.057 w/m K colour white. Fire performance class 0/class I (BS 476) with warranty against sag)		

Item No 3: Paint

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
PWD BSR Civil 2022: 12.40.1	Providing and laying Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade including all scaffolding: Two or more coats on new work including preparation of base with primer, putty, pop, lippy etc complete in all respect.		

Item No 4: Vitrified tiles with chemical cement

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
PWD BSR Civil 2022: 7.18.2	Providing & Fixing 1st quality Vitrified Porcelain Polished tiles on floor, skirting and steps etc.in different sizes (thickness to be specified by manufacturer) with water absorption less than 0.08% and conforming to IS 15622 of approved make in all colour and shade, laid with 20 mm thick CM 1:4 including grouting the joints with white cement and matching pigment etc complete.: size 600 mm X 600 mm		
PWD BSR Civil 2022: 7.19	Add extra for Fixing glazed/ Ceramic/ Vitrified floor tiles with cement based high polymer modified quick-set tile adhesive (Water based) conforming to IS: 15477, using 5kg. adhesive per sqm of tile area, in average 3mm thickness instead of cement mortar.		

Item No 5: Bricks

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
PWD BSR Civil 2022: 2602	F.P.S. bricks class designation 75		

Item No 6: Masonry Work

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
PWD BSR Civil 2022: 5.8.3	Half brick masonry in Superstructure, above plinth level upto floor V level using bricks of designation 75 Cement mortar 1:6 (1 cement : 6 coarse sand)		

Item No 7: Table

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Size of the table top (WxDxH in feet)	3 x 1.5 x 3		
2	Material	Minimum 18 mm thick Moisture Resistant Ply		
3	Lamination	Wooden shade Laminate on all side		
4	Table Top Edges	Straight with PVC Edge Binding		
5	Support Type in Table Understructure	Gable		
6	Type of under-structure-to-ground contact	Leveller OR Studs		

7	Pedestal / Storage Unit	One Sided fixed storage drawer of size 1 x 1.5 x 0.5 sq feet (WxDxH) with stainless steel channel to move in & move out. One knob.		
8	Modesty Panel	Back side modesty panel of 1 feet height from table top		

Item No 8: Chair

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Type of Base / Under-structure in Chair	Angled Legged (independent vertical supports at an angle)		
2	Availability of cushion on seat	Yes		
3	Seat upholstery material	Leatherette		
4	Minimum Chair Seat height (in mm)	400		
5	Colour Family of Seat	Black		
6	Backrest Height	Low-back (200 - 400 mm)		
7	Backrest Width	Low (400 - 550 mm)		
8	Coverage of Backrest Material	Fully-covered (Full height of backrest covered)		
9	Colour Family of Backrest	Black		
10	Armrest Available in the Chair	Fixed armrest with Padding		

Item No 9: 2-Port Faceplate with two keystone jacks

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Face plate should be single port with Back box.			
2	Face Plate should have shutter to protect from dust.			
3	It should have write on labels in transparent plastic window – supplied with plate			
4	Face plate material: ABS with white color			
5	Screw should be supplied with face plate.			
6	UL/ETL Listed/Certified			
7	OEM for the cable Box and all copper Accessories should be from same OEM.			

Item No 10: 2-meter Patch Chords

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Features	Factory crimped, Unshielded Twisted Pair, Category 6, TIA / EIA 568.C.2 (UL/ETL verified), 24 AWG solid bare copper conductor		
2	Mechanical Characteristics	Polyethylene insulation/LSZH		
3	Operating Temperature	0 Deg. C to +60 Deg. C Operating temperature		

Item No 11: 6 switch and 4 socket (2 16 amp and 2 6 amp) power switch board

<BSR Specifications to be provided>

Item No 12: 1.5 sq mm wire

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Conformity	ISI marked, FR-LSH as per CI 1.1 of IS 694:2010		
2	Conductor Material	IS 8130 Annealed Bare Copper, Stranded (Class 2)		
3	Cross Section Area	1.5 sq mm		
4	Type of insulation	Confirming to IS:5831 Type-C (HR), Sheath type Type-ST2 (HR)		
5	Availability of Test Certificates from any Govt Lab / NABL Accredited Lab	Yes		

Item No 13: LED Luminaire

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	LED Luminaire	Minimum IP20 certified, Recessed Luminaire Class I [as per clause 2.1 Section 2 of IS 10322 (Part 1)] with		

		electric control gear (power supplies) as per IS 15885 (Part 2/Section 13)		
2	Conformity	Conforming to IS 10322 (Part 5/Section 2) and Particular Requirements for LED Luminaire conforming to IS 16107 (Part 2/Section 1)		
3	Colour temperature (in K) (+/- 500 K)	6500K		
4	Shape of the Fixture	Square, 200 mm x 200 mm +/- 5%		
5	Working life for LED (in Hours) as per LM-80 & LM 21 Reports)	Minimum 50000		
6	Colour Rendering Index (CRI) & Beam Angle	>=80% and >=120		
7	Luminaire Body	The luminaire body must be corrosion resistant epoxy powder coated / anodizing. All fasteners must be of nickel/chrome plated. Die-cast aluminium /CRCA/Extruded Aluminium.		
8	Reflector Type & Material	Diffuser & Poly carbonate (PC) (UV Stabilized)		
9	LED Modules	Type 3 [as per IS 16103(Part 2)] SMD LED Chip as per LM 80/IS16106		
10	Photo biological safety of LEDs	Exempt Group (as per IS 16108)		
11	Rated Power (in Watt), Light Intensity (lm/watt) and LED Chip Efficacy (in lm/watt)	36 Watt, minimum 100 and >=130		
12	Input Operating Voltage Range and Frequency	140V to 280 V at 50 Hz AC		
13	Rated Voltage & Power Factor	230 V, 50 Hz, AC and >=0.90		
14	Driver Efficiency & Total Harmonics Distortion	>=85 % and <=20% (for up to 20W)		
15	Total Circuit Power	As per clause 8 of IS 16104		
16	Protection against surges and transients / Internal (in KV)	Minimum 2.5		
17	Rated temperature of capacitor & Junction / soldering	>=105 deg C & < 85 deg C		
18	Operating Temperature (in degree C)	At least -10 to 50 OR better		
19	Humidity Range	10 % to 95% RH		
20	Other Protection	Short Circuit Protection, Over Load Protection, High Voltage Test (1.5 KV for one minute between supply terminals and body of the unit), Insulation Resistance Between Earth and Current Carrying Part		

21	Certifications	BIS		
22	Marking requirements for the LED Luminaire	Manufactures name and brand on the luminaire body: Engraved/Embossed, Manufacturer's name, model number, serial number on the Luminaire, Date of manufacture (month-year), and lot number as identification mark inside of each unit and the outside of each packaging box, Operation characteristics voltage and power be marked inside of each LED luminaire unit		

Item No 14: Wall FAN

BSR Code	Description of requirement	Unit	Qty	Compliance (Yes/No)	Pg No of specification attached
Electrical BSR 2022 BSR Code: 15.15.1	<p>Providing & Fixing of 450 mm Sweep Oscillating type Wall mounting / Pedestal type fans with Three speed, ON and OFF position, Sintered Iron bush oil impregnated, with metal front and back 120 or more ribs guard;</p> <p>Three no. Aluminium blades, minimum Air delivery 100 Cum. / Minute , Minimum Service Value 1.11 Cum./min/watt, noise level should be <= 75 dB, power consumption <= 120 watts, motor protection through thermal overload protection device, including fixing with anchor bolts, making connection testing etc. as required.</p> <p>All as per pre approved by Engineer in charge. For additional technical parameters of products/ work, refer Annexure "A" attached with the BSR.</p>	Nos	1		

Item No 15: 43-inch LED TV

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Size	43"		
2	Resolution	3840*2160 (4KUHD)		
3	Brightness	300 Nits or higher		
4	Panel Technology	IPS / VA		
5	Viewing Angle (H/V)	178 degree		

6	Display Colors	16.7 million		
7	Color Gamut	72%		
8	Audio	Built in Speaker (10W + 10W)		
9	Input	HDMI 2.0 x 2, USB 2.0x1		
10	Output	Line Level Audio Out-3.5MM Jack/ Bluetooth Audio Connectivity/ Digital out Audio (optical)		
11	Duty Cycle	16/7 Hrs.		
12	Special Features	Built-in Signage Software from same OEM, Smart Share, Web browser, Plug & Play		
13	External Control	RJ45		
14	Mounting	Wall Mount, all required accessories has to be supply for installation		
15	Model specific Certification	BIS and UL/ CE/ CB/ CSA/ FCC		
16	Compliance	ROHS, ISO 9001		

Item No 16: Desktop Computer without Monitor

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Processor	Intel i3, 4 Core or higher, with minimum 3.0 GHz or higher (Base Frequency), 12 MB Cache or higher with 14th or higher Generation and to be Certified by OEM		
2	Chipset	Compatible Chipset		
3	Operating System	1. Pre-installed OEM Certified Genuine Microsoft Windows 11 Professional (64 bit) or higher/ Latest Linux version (to be decided by concerned Dept. as per requirement) 2. Recovery partition (applicable for Windows).		
4	Memory (RAM)	16 GB DDR5 4400 MHz or higher		
5	Storage	Minimum 512 GB SSD		
6	Graphics	Integrated HD Graphic card or higher		
7	Ports	Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI, Display port, Audio jack for headphone & microphone		
8	Compliance	RoHS, ISO 9001		
9	Keyboard & Mouse	Wireless Keyboard & USB two button optical Mouse with Mouse Pad (Same make as Desktop)		
10	Network Interface	Integrated 10/100/1000 GB Ethernet, Integrated 802.11ac Wi-Fi and Bluetooth 5.0 or higher		

11	Form Factor	SFF/MT		
12	Accessories	All necessary cables		
13	Security	2.0 Trusted Platform Module (TPM) (Hardware/Firmware)		
14	Expansion slots	Minimum two PCIe slots		

Item No 17: Bar Camera with Mic

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Camera Resolution	1080p		
2	Horizontal Field of View	110°		
3	Diagonal Field of View	120°		
4	Total Camera Sensor Resolution	8 megapixel or higher		
5	Zoom Capability	4x digital or higher		
6	Microphone Type	4 or higher microphone array		
7	Microphone Pickup Range	Up to 15 ft (4.57 m)		
8	Speakers	Stereo speakers		
9	I/O Ports	2 USB Type-C, 2 USB Type-A, 1 RJ-45		
10	IP Protocol	IPv4 / IPv6		
11	Wireless Technology	Wi-Fi 802.11a/b/g/n/ac; Bluetooth		
12	Device Management	Cloud Based on on premises management solution to have real-time status of the equipment.		
13	Warranty	3-year OEM warranty		

Item No 18: 6U Rack

Item	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Make Offered			
Model Offered			
1	Aluminum/Steel 6U Height with Single Section Wall mount rack with 19" mounting rails.		
2	One horizontal Wire Managers		
3	Power Distribution Unit - (5 points – 5Amp sockets and 1 points – 15Amps sockets) power distribution Indian round pin		

4	Perforated metallic/glass door in front with lock and minimum 1 fan		
5	550mm * 600 mm (Width x Depth)		
6	Rack should be from ISO 9001:2008 & ISO14001:2004 Certified Company & UL Listed.		
7	Rack should Conform to DIN 41494 or Equivalent EIA /ISO / EN Standard.		

Item No 19: 8-port L2 Managed Network switch

S. No.	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Make Offered			
Model Offered			
1	Shall be 1RU, 19" Rack Mountable fully managed switch		
2	8 RJ-45 autosensing 10/100/1000 ports with 2 uplink SFP ports.		
3	1 RJ-45 (serial RS-232C) or USB micro-B console port		
4	32 MB flash, 128 MB DRAM		
5	Shall have switching capacity of 20 Gbps for providing non-blocking performance on all Gigabit ports		
6	Shall have up to 14 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports		
7	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol, IEEE 802.1s Multiple Spanning Tree Protocol, IEEE 802.1AB Link Layer Discovery Protocol (LLDP), IEEE 802.1Q VLAN tagging for Ethernet frames.		
8	MAC address table size of 8000 entries		
9	Shall support Jumbo frames (10K or higher) to improve the performance of large data transfers		
10	Internet Group Management Protocol (IGMP), Multicast Listener Discovery (MLD) snooping, Network Time Protocol (NTP) or equivalent support		
11	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6		
12	Access Control Lists for traffic filtering		
13	QoS (quality of service) IEEE 802.1P for traffic prioritization. Minimum 8 queues per port.		
14	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
15	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port		
16	Port security to allow access only to specified MAC addresses		
17	MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
18	Configuration through the CLI, console, Telnet/SSH and browser-based management GUI (SSL)		
19	SNMPv1, v2c, and v3 and Remote monitoring, (RMON) support		
20	TFTP and Secure FTP support		

21	RADIUS/TACACS+ for switch security access administration		
22	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption		
23	Operating temperature of 0°C to 50°C and Humidity 0% to 95% relative humidity		
24	Certifications: CE, FCC, UL, EN 55032/EN 55024, EN 61000-3-2, IEC 61000-4-2, EN 61000-3-3, IEC 61000 4 3, IEC 61000-4-4, IEC 61000-4-5, IEC 61000-4-6, IEC 61000-4-8, IEC 61000-4-11, EN 62368-1, CISPR 22, FCC Part 15, ICES 003, IEC 63000, UL 60950-1, and CAN/CSA C22.2 No. 60950-1-07. MTCTE/TEC-ER.		
25	Should supplied with the all the necessary components like Power cord, Rack-mount bracket, Installation Guide, etc. and necessary software image file to fulfil all above mention feature set from day 1.		

Item No 20: 24-port L2 Managed Network switch

S. No.	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Make Offered			
Model Offered			
1	Shall be 1RU, 19" Rack Mountable fully managed switch		
2	24 RJ-45 autosensing 10/100/1000 ports with 4 uplink SFP ports.		
3	1 RJ-45 (serial RS-232C) or USB micro-B console port		
4	32 MB flash, 128 MB DRAM		
5	Shall have switching capacity of 56 Gbps for providing non-blocking performance on all Gigabit ports		
6	Shall have up to 41 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports		
7	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol, IEEE 802.1s Multiple Spanning Tree Protocol, IEEE 802.1AB Link Layer Discovery Protocol (LLDP), IEEE 802.1Q VLAN tagging for Ethernet frames.		
8	MAC address table size of 8000 entries		
9	Shall support Jumbo frames (10K or higher) to improve the performance of large data transfers		
10	Internet Group Management Protocol (IGMP), Multicast Listener Discovery (MLD) snooping, Network Time Protocol (NTP) or equivalent support		
11	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6		
12	Access Control Lists for traffic filtering		
13	QoS (quality of service) IEEE 802.1P for traffic prioritization. Minimum 8 queues per port.		
14	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		

15	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port		
16	Port security to allow access only to specified MAC addresses		
17	MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
18	Configuration through the CLI, console, Telnet/SSH and browser-based management GUI (SSL)		
19	SNMPv1, v2c, and v3 and Remote monitoring, (RMON) support		
20	TFTP and Secure FTP support		
21	RADIUS/TACACS+ for switch security access administration		
22	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption		
23	Operating temperature of 0°C to 50°C and Humidity 0% to 95% relative humidity		
24	Certifications: CE, UL, EN 55032/EN 55024, EN 61000-3-2, IEC 61000-4-2, EN 61000-3-3, IEC 61000 4 3, IEC 61000-4-4, IEC 61000-4-5, IEC 61000-4-6, IEC 61000-4-8, IEC 61000-4-11, EN 62368-1, CISPR 22, FCC Part 15, ICES 003, IEC 63000, UL 60950-1, and CAN/CSA C22.2 No. 60950-1-07. MTCTE/TEC-ER.		
25	Should supplied with the all the necessary components like Power cord, Rack-mount bracket, Installation Guide, etc. and necessary software image file to fulfil all above mention feature set from day 1.		

Item No 21: Cat6 UTP cable in casing / conduit

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Features	Unshielded Twisted Pair, Category 6, TIA / EIA 568.C.2, ISO/IEC 11801, 23 AWG solid bare copper conductor		
2	Mechanical Characteristics	Polyethylene insulation/LSZH		
3	Operating Temperature	0 Deg. C to +60 Deg. C Operating temperature, Frequency tested up to Minimum 250 MHz		
4	Features	Box of 305 meters Packing, 45ns MAX. Delay Skew		
5		Attenuation (dB/100m) - 36 MAX. at 250MHz		
6	Laying of Cat6 in casing/ conduit	Laying in ISI Marked PVC Pipe / casing with required "L" shape joints with clips and clamps		

Item No 22: 6-core ADSS OFC

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1		Compliance to TEC/GR/TX/OAF-001/03 MAR 2017 and GR No. GR/OAF-01/02. JUL 2005 and subsequent amendments, if any.		
2		The TEC GR is applicable for OFC.		

Item No 24: Media Converter with Universal SFP

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	Connectors	Gigabit Ethernet, Single Mode Fiber, Compatible with SFP MSA, Removeable SFP		
2	Fiber Mode	Single Mode		
3	Copper UTP Port	RJ-45		
4	Support Distance	20 KM		
5	Wavelength	1310 nm		
6	Fiber cable	9/125 Micron		
7	Universal SFP Standard Compliance:	IEEE 802.3, ITU-T G.652, SFF8472, EN 60825-1		
8	Operating Temperature	0 to 60 degree		
9	Humidity	5% - 90% non-condensing		
10	Certifications	CE, FCC		

Item No 25: Single Mode 6 Port (Duplex connector) LIU/Fibre Patch Panel/Fibre Distribution (6F) Frame including installation and Splice of Termination of Fibres

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1		6 port duplex connector Fibre management rack mount/wall-mount enclosures loaded with required Adapters, adapter Plates, splice trays & labels		
2		Height: 2U/1U		
3		Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius		
4		Drawer/Sliding Style: The LIU must be of Drawer/Sliding style for easy maintenance and troubleshooting		

5	LIU/Fibre Patch Panel/Fibre Distribution Frame enclosures for outdoor usage shall be as per IP67 Standard		
6	LSZH Single Mode LC type Fiber Pigtails		

Item No 26: 2 Meter OFC Patch Cord (Duplex)

S. No.	Item	Description of Requirement	Compliance (Yes/No)	Pg. No. of Tech. specs attached
Make Offered				
Model Offered				
1	All optical fibre patch leads shall comprise of single-mode 50/125µm fibre OS2			
2	Jacket should be LSZH			
3	Connector: Zirconia ceramic ferrule			
4	Cable: 9/125, OS2 Strength member: Aramid Yarn			

Item No 27: Earthing

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Electrical BSR 2022 BSR Code: 14.1	<p>Pipe Earthing as per IS:3043- 1987 with 3.0 Mtr. Long, 40 mm dia. ' B ' class G.I. Pipe IS: 1239 (Part-1) 2004, Equivalent to BS : 1387 with perforated holes of 12 mm dia ,including all accessories like nut, bolts, reducer, nipple, wire meshed funnel, and Heavy duty weather proof poly-propylene earth pit chamber with lockable Jam free lid suitable for safe working load 5000 Kg or more of size Top Dia. 225 to 260 mm, Bottom Dia 300 to 350 mm. and Height 250 to 300 mm. and embodying the pipe complete with alternate layers salt and coke/ charcoal, testing of earth resistance for value of 5 ohms or less as required & must record by engineer in charge during site visit and ensure to enter in measurment book. All as per pre-approved by Engineer in charge.</p> <p>For additional technical parameters of products/ work, refer Annexure "A" attached with the BSR.</p>		

Item No 28: Power Distribution Box

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Electrical BSR 2022 BSR Code :6.10.1.3	<p>Providing & Fixing of Recessed/surface mounting heavy duty horizontal type Double Door (Metal / Glazed) Distribution board with Metal end box made out from Galvanized steel / CRCA sheet not less than 1.2 mm thick conforming to IS-8623-1 & 3 / IEC 61439- 1 & 3, powder painted complete with reversible door (for double door DB only)100 amp. insulated copper bus bar/shorting link , copper neutral link, copper earth link , color coded interconnecting wire</p>		

	set of suitable rating and din bar,masking sheet, making internal DB terminations with copper lugs, Ferrules, detachable gland plate, including making connections, testing etc. as required. OEM shall have submit NABL / CPRI / ERDA accredited lab type test reports & All as per pre approved by Engineer in charge. For additional technical parameters of product / work refer Annexure 'A' attached with this BSR		
	8-way		

Item No 29: 2 pole 63 Amp MCB

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Electrical BSR 2022 BSR Code :6.1.2.4	<p>Providing & Fixing of 240/415 V AC MCB with positive isolation of 10 kA breaking capacity (B/ C/D tripping characteristic as per type of load and site requirement) 4 KV impulse withstand voltage, ISI marked IS 8828(1996) / conforming to IEC 60898-1 2002, IEC 60947-2, low watt losses, trip free mechanism, energy limiting of class 3 as per IEC, minimum phase termination capacity of 35sq.mm., conductor line load reversibility, IP 20 contact protection and fitted in existing distribution board/sheets, minimum electrical operation 20,000 upto 20 A rating and 10,000 upto 63 A, 5000 for 80 A & above rating including making connections, testing etc. as required.</p> <p>OEM shall have submit NABL/CPRI/ERDA accredited lab type test reports & All as per pre approved by Engineer in charge. For additional technical parameters of product / work refer Annexure 'A' attached in the BSR.</p> <p>63A rating</p>		

Item No 30: Single Pole 16 Amp MCB with cover

BSR Code	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Electrical BSR 2022 BSR Code :6.1.1.2	<p>Providing & Fixing of 240/415 V AC MCB with positive isolation of 10 kA breaking capacity (B/ C/D tripping characteristic as per type of load and site requirement) 4 KV impulse withstand voltage, ISI marked IS 8828(1996) / conforming to IEC 60898-1 2002, IEC 60947-2, low watt losses, trip free mechanism, energy limiting of class 3 as per IEC, minimum phase termination capacity of 35sq.mm., conductor line load reversibility, IP 20 contact protection and fitted in existing distribution board/sheets, minimum electrical operation 20,000 upto 20 A rating and 10,000 upto 63 A, 5000 for 80 A & above rating including making connections, testing etc. as required.</p>		

	OEM shall have submit NABL/CPRI/ERDA accredited lab type test reports & All as per pre approved by Engineer in charge. For additional technical parameters of product / work refer Annexure 'A' attached in the BSR.		
	6A to 32A rating		

Item No 31: 1 KVA UPS

Feature	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Make Offered			
Model Offered			
Rated Capacity	1 KVA		
Mode	Online		
Input Voltage Range	110~280V ($\pm 5V$)		
Frequency	40-70 Hz		
Phase	Single Phase with Ground		
Power Factor	≥ 0.8		
Output Voltage Range	208 / 220 / 230 / 240 V AC		
Frequency Range	50/60 Hz \pm 3 Hz		
Rated Power in W & VA	800 W / 1000 VA		
Control panel & Alarm	$\leq 5\%$		
Overload	LED status display with on line: on battery: replace battery and overload indicators, Alarm when on battery: distinctive low battery alarm: overload continuous tone alarm		
Humidity	0-95%		
Efficiency	90 % (full load) 88 % (half load)		
Waveform	Sinewave		
Crest Factor	3:1		
Efficiency	85%~ 92%		
Monitoring	RS232/USB		
Model specific Certifications	BIS		
Compliance	ROHS (Only UPS), ISO 9001		
Warranty	3 years comprehensive on-site OEM warranty		

Item No 32: 3 KVA UPS

Feature	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Make Offered			
Model Offered			
Rated Capacity	3 KVA		
Mode	Online		
Input Voltage Range (Load <50%)	118~280V (± 5V)		
Input Voltage Range (Load >50%)	170~280V (± 5V)		
Frequency	50 Hz ± 0.1 Hz		
Phase	Single Phase with Ground		
Power Factor	≥ 0.8		
Output Voltage Range	208 / 220 / 230 / 240 V AC		
Frequency Range (Synchronized Range)	47 ~ 53 Hz or 57 ~ 63 Hz		
Frequency Range (Battery Mode)	50 Hz ± 0.1 Hz or 60Hz ± 0.1 Hz		
Thd (Linear Load)	≤2%		
Thd (Non-Linear Load)	≤5%		
Overload	>110% for 1 Min >150% instant turn to Bypass		
Crest Factor	3:1 (Max)		
Short Circuit Protection	5 cycles turn Off Inverter, no transfer to Bypass, provide Alarm (AC Mode), 5 cycles turn Off Inverter, provide Alarm (Battery Mode), Input Fuse blown or Breaker action		
Waveform	Pure Sinewave		
TRANSFER TIME (AC Mode To Battery Mode) (Inverter To Bypass)	ZERO <4 ms		
Efficiency	85%~ 92%		
RS232, SNMP (Optional)	RS232, SNMP (Optional)		
Model specific Certifications	BIS		
Compliance	ROHS (Only UPS), ISO 9001		
Test report	OEM should submit test report for the quoted model issued by State/ Central laboratory (not old from last 5 Years),		
Warranty	3 years comprehensive on-site OEM warranty		

Item No 33: 5 KVA UPS

Feature	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Make Offered			
Model Offered			
UPS Capacity	5 KVA		
Mode	Online		
DC Voltage	Default 192V+, (192 – 240 Settable)		
Type	Single phase, IGBT based, true Online UPS		
Input	Single phase-three wires, the bidder has to supply equipment as per power supply available		
Output	Single phase-three wires		
Output Waveform	Sinusoidal		
Power Factor	≥ 0.9		
Voltage Regulation	$\leq \pm 2\%$		
Inverter Efficiency	$\geq 93\%$		
Overload Capability	110% for ≥ 10 Minutes		
Total Harmonic distortion (THDI)	$< 5\%$ at Full load		
Transient response	Less than $\pm 10\%$ voltage variation at sudden application/ removal of full load and it shall recover within 20 msec.		
Environment	Approx.: 0-50°C & 95% RH		
Charger	Charging mode shall be provided Battery Charging Voltage & Current shall be adjustable Line & load Regulation: $\leq \pm 2\%$ Output Ripple: $\leq 3\%$		
Other Requirement	Both Manual & Static bypass switch should be Provided. Build in display for displaying all requisite UPS & battery parameters for both input & output		
Model specific Certifications	BIS		
Compliance	ROHS (Only UPS), ISO 9001		
Test report	OEM should submit test report for the quoted model issued by State/ Central laboratory (not old from last 5 Years),		
Warranty	3 years comprehensive on-site OEM warranty		

Item No 34: 10 KVA UPS

Feature	Description of requirement	Compliance (Yes/No)	Pg No of specification attached
Make Offered			
Model Offered			

UPS Capacity	10 KVA		
Mode	Online		
DC Voltage	Default 192V+, (192 – 240 Settable)		
Type	Single phase, IGBT based, true Online UPS		
Input	Single phase-three wires, the bidder has to supply equipment as per power supply available		
Output	Single phase-three wires		
Output Waveform	Sinusoidal		
Power Factor	≥ 0.9		
Voltage Regulation	≤ ±2%		
Inverter Efficiency	≥93%		
Overload Capability	110% for ≥10 Minutes		
Total Harmonic distortion (THDI)	<5% at Full load		
Transient response	Less than ±10% voltage variation at sudden application/ removal of full load and it shall recover within 20 msec.		
Environment	Approx.:0-50°C & 95% RH		
Charger	Charging mode shall be provided Battery Charging Voltage & Current shall be adjustable Line & load Regulation: ≤ ±2% Output Ripple: ≤ 3%		
Other Requirement	Both Manual & Static bypass switch should be Provided. Build in display for displaying all requisite UPS & battery parameters for both input & output		
Model specific Certifications	BIS		
Compliance	ROHS (Only UPS), ISO 9001		
Test report	OEM should submit test report for the quoted model issued by State/ Central laboratory (not old from last 5 Years),		
Warranty	3 years comprehensive on-site OEM warranty		

Note: Battery should be 65ah / 100ha / 200ah.



ANNEXURE-3: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm:

Bidding Document Fee Receipt No. _____ Dated _____ for Rs.
_____/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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



ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

Managing Director
RISL, Yojana Bhawan Campus,
Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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

To,

Managing Director
RISL, Yojana Bhawan Campus,
Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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 technical 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 and assumptions.

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/OEM: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-6: MANUFACTURER'S AUTHORIZATION FORM (MAF) (Indicative Format, to be filled by OEM & submitted on OEM's Letter Head only)

To,

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

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

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

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

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, for 5 Years.

We hereby confirm that the offered Hardware/ Software is not likely to be End-of-Sale within next 12 months from the date of bid submission.

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

We hereby confirm that we have direct back-to-back service support agreement with the bidder for the duration as per RFP. DoIT&C/RISL/Bidder/ GoR will be able to log a support ticket directly to our helpdesk to get telephonic/remote support directly from us, as required.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:



ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS {To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur-302016 (Raj.)

Reference: NIB No. : _____ Dated: _____

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

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

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

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the bidder.



ANNEXURE-8: COMPONENTS OFFERED – BOM {To be filled by the bidder and submitted only on Letter Head duly signed by Auth. Sign.}

Please fill the following table for all components as mentioned in the Bill of Material and as quoted/ proposed by the bidder as a part of the overall solution. Also, please include the Compliance/ Deviation Sheet as per the details mentioned in the Chapter - Technical Specifications for all the components and for any other Item offered/ included as a part of the solution.

S.No.	Product Details (Only one make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1.		{Item No. xx}	
2.		{Item No. xx}	
N.		{Item No. xx}	

** Please attach Technical specifications compliance sheet (only on OEM's letter-head) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided in Annexure-2: Technical Specifications of this bidding document)



ANNEXURE-9: SELF-DECLARATION (To be submitted only on Letter Head duly signed by Auth. Sign.)

To

Managing Director
RISL, Yojana Bhawan Campus,
Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-10: COVERING LETTER – TECHNICAL BID (To be submitted only on Letter Head duly signed by Auth. Sign.)

To,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur (Rajasthan)

Ref: Request for Proposal (RFP) Notification dated..... No.....

Dear Sir,

1. I/We, the undersigned bidder, having read & examined in detail, the Bid 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, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. 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.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. 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.
5. I/We agree to abide by this RFP for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
7. I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 1 months from the date of issue of Lol.

Or (strike out whichever is not applicable)

We have an existing office at Jaipur at the following address:



.....
8. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.

9. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-11: FINANCIAL BID COVER LETTER & FORMAT (To be submitted only on Letter Head duly signed by Auth. Sign.)

To,

Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan,

C-Scheme, Jaipur (Rajasthan)

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:

ANNEXURE-12: Financial Bid Format

{To be submitted by the bidder only in BoQ format (.XLS) available at eProc portal}

S. No.	Item Description	Quantity	Unit	Unit Cost (incl. all taxes and excl GST)	GST (In %)	GST (In Rs)	Unit Cost (Incl all taxes)	Total Cost
1	Room VC Setup	150	Nos					
2	Compact VC setup	300	Nos					
3	Integrated VC setup	300	Nos					
4	Video IP Phone	500	Nos					
5	Coloured IP Phone	500	Nos					
6	Standard IP Phone	2000	Nos					
7	LED Display - 65"	100	Nos					
8	LED Display - 85"	100	Nos					
9	Interactive Display - 85"	10	Nos					
10	WiFi Access Points	1400	Nos					
11	24-port Fiber SFP+ Switch	2	Nos					
12	Standard PoE+ Injector with power chord	1400	Nos					
13	Cat6 Cable with laying in casing/ conduit	35000	Nos					

ANNEXURE-13: BANK GUARANTEE FORMAT {To be submitted by the bidder's bank}**BANK GUARANTEE FORMAT – BID SECURITY**

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan. As per current prevailing Finance Department/Registration & Stamps Department notifications, the stamp duty of bank guarantee is 0.25% of bank guarantee value or 25000 whichever is lower. It will be paid as per prevailing notifications of aforementioned departments.)

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

Sir,

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

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

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

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that

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

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

.....

(2)

.....

Bank Details

Name & address of Bank :

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. The stamp duty should be payable as per Rajasthan Stamp Act, 1998 for BG against EMD and PBG.
10. 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:

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

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. As per current prevailing Finance Department/Registration & Stamps Department notifications, the stamp duty of bank guarantee is 0.25% of bank guarantee value or 25000 whichever is lower. It will be paid as per prevailing notifications of aforementioned departments.)

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

ANNEXURE-14: DRAFT AGREEMENT FORMAT {To be mutually signed by selected bidder and procuring entity}

This agreement is being executed on behalf of Department of Information Technology and Communication, 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 Department of Information Technology and Communication along with invoices of supplied items, although payment will be made by RISL on behalf of said department.

As per current prevailing Finance Department/Registration & Stamps Department notifications, the stamp duty is 0.15% of the amount or value of the contract subject to maximum of Rupees Twenty-Five Lakhs. It will be paid as per prevailing notifications of aforementioned departments.

-

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

And

M/s _____, a company registered under the Indian Companies Act, 1956 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

M/s _____ 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 Letter No. _____ dated _____, on which supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as 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 supplier at the rates set forth in the Letter of Intent no. _____ dated _____ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by 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 services and deployment of technical resources shall be effected from the date of work order 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: -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - 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.
 7. This agreement is being executed on behalf of Department of Information Technology & Communication (DoIT&C), Jaipur 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 Department of Information Technology & Communication (DoIT&C), Jaipur along with invoices of supplied items, although payment will be made by RISL on behalf of said Department.

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

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

ANNEXURE-15: FORMAT FOR PROJECT REFERENCES (FOR PRE-QUALIFICATION EXPERIENCE OF BIDDER)

Project Name:	Value of Contract/Work Order (In INR):
Country:	Project Duration:
Location within country:	
Name of Customer:	
Contact person with address, phone, fax and e-mail:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	
Project Brief with key relevant details.	

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

ANNEXURE-16: 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 and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>

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

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

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

7. Prayer: <please specify>

Place

Date

Appellant's Signature



ANNEXURE-17 UNDERTAKING FOR OFFICE SETUP

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur-302016 (Raj.)

Reference: NIB No.: _____ Dated: _____

1. We hereby declare that we have our office at Jaipur at following address:

Phone No:

OR

2. We hereby undertake to establish local support office in Jaipur within one month of issue of work order

Authorized Signatory Name:

Designation:

Note: Strikeout 1 OR 2 whichever is not applicable

ANNEXURE-18: CERTIFICATE FOR EXEMPTION OF BID SECURITY {To be filled by the Govt./PSU/Department only as per RFP}

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

I/ We {Name of the PSU/Corporation/Department} hereby {Name of the PSU/Corporation/Department} is owned or controlled or managed by the {Name of the State} State Government/Central Government Undertaking/Department. I/ We hereby declare/ certify that it is eligible for exemption from the bid security submission as per RFP.

Legal document/Certificate of Incorporation establishing the exemption is attached.

Thanking you,

Name of the Bidder: -

Name of Authorised Signatory: -

Sign of the Authorised Signatory

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-19: Format of Consortium Agreement

{Indicative Format}

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this day of..... Two Thousand By: M/s. under the a Company incorporated laws of..... and having its registered office at (hereinafter called the “Lead Member/First Member” which expression shall include its successors); and M/s. incorporated under the laws of a Company and having its registered office at (hereinafter called the “Second Member” which expression shall include its successors).

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a proposal (hereinafter called as “Bid”) for the work of(Name of work).....for (Name of project) of M/s..... to Government of Rajasthan (GoR)/ RajCOMP Info Services Limited (herein after called the ‘Owner’ or ‘RISL’), RISL being a Company incorporated under the Companies Act, 1956 having its registered office at Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, India (hereinafter called the “Owner/GoR/ RISL”) in response to GoR/ RISL Request for Proposal Document (hereinafter called as “RFP” Document) Dated..... for the purposes of submitting the bid no. and entering into a contract in case of award for the work of(Name of work).....for (Name of project) of GoR/ RISL.

WHEREAS, the Owner invited bids vide its RFP document no. for the work of AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the PQ bid is being submitted to the Owner vide proposal dated based on the Consortium Agreement being these presents and the PQ bid with its PQ bid forms and submission documents, in accordance with the requirement of PQ document conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Clause of RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all

obligations thereunder to GoR/RISL and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s. shall act as Lead Member for self, and for and on behalf of M/s (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
3. That M/s which is the Lead Member of the Consortium shall invest and continue to invest % (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period (Complete Project Period) as specified in the RFP document.
4. That M/s _____, (Second Member) shall invest and continue to invest % interest of the Consortium for the Lock in Period (Complete Project Period) as specified in the RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of GoR/RISL.
6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under :

S. No	Project Component / Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member of Consortium

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
8. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GoR/ RISL, shall have the overall

responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.

9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
10. If GoR/ RISL suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GoR/ RISL on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the GoR/ RISL, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GoR/RISL.
12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.
14. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.
15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GoR/RISL.
16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.
17. Any other terms and conditions not in contradiction to the RFP and above-mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.



<p>Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director"s resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Lead Bidder)</p> <p>(Signature of authorized representative)</p> <p>Name:</p> <p>Designation:</p>
<p>Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director"s resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Second Member)</p> <p>(Signature of authorized representative)</p> <p>Name:</p> <p>Designation:</p>