

RFP for Repair and Maintenance of MEP/ Civil Works and AMC of Air Conditioning, RO, UPS etc. Makeshift Old JNVU Campus, Jodhpur

Reference No: F11(67)/DoIT&C/2022 /

Date:

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Commissioner, Department of Information Technology & Communications (DoIT&C), IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).
Last Date & Time of Submission of Bid	05.10.2026 up to 04:00 PM
Date & Time of Opening of Technical Bid	06.10.2026 at 4:00 PM

Bidding Document Fee: Rs. 2,000/- (Rupees One Thousand Only)

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

Department of Information Technology & Communications (DoIT&C)
IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).Phone: 0141- 5103902 Fax: 0141-2228701
Web: <http://doitc.rajasthan.gov.in>, hariramee88@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
BSR	Basic Schedule of Rates
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, DOIT&C 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 (Execution of Work)
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order. The security deposit will be returned after 2 months from date of completion.
COTS	Commercial Off the Shelf Software
Day	A calendar day as per GoR/ Govt.
DeitY, Govt	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
Govt/ GoR	Govt. of India/ Govt. of Rajasthan
GST	Goods and Service Tax
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
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
IS	Indian Standards
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.

NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public 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. DOIT&C in this RFP document.
PWD	Public Works Department
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
DOIT&C	Department of Information Technology and Communication
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

Table of Contents

1) Project Profile	8
1) Sale of Bidding/ Tender Documents	13
2) Pre-bid Meeting/ Clarifications	Error! Bookmark not defined.
3) Changes in the Bidding Document	13
4) Period of Validity of Bids	13
5) Format and Signing of Bids	13
6) Cost & Language of Bidding	14
7) Alternative/ Multiple Bids	14
8) Bid Security	14
9) Deadline for the submission of Bids	15
10) Withdrawal, Substitution, and Modification of Bids	15
11) Opening of Bids	16
12) Selection Method:	16
13) Clarification of Bids	16
14) Verification of Eligibility Documents by DOIT&C	16
15) Evaluation & Tabulation of Technical Bids	17
16) Evaluation & Tabulation of Financial Bids	18
17) Correction of Arithmetic Errors in Financial Bids	18
18) Price/ purchase preference in evaluation	18
19) Negotiations	18
20) Exclusion of Bids/ Disqualification	19
21) Lack of competition	19
22) Acceptance of the successful Bid and award of contract	20
23) Information and publication of award	20
24) Procuring entity's right to accept or reject any or all Bids	20
25) Right to vary quantity	20
26) Performance Security	21
27) Confidentiality	22
28) Cancellation of procurement process	22
29) Code of Integrity for Bidders	23
30) Interference with Procurement Process	23
31) Appeals	24
32) Stay of procurement proceedings	25
33) Vexatious Appeals & Complaints	25
34) Offenses by Firms/ Companies	25
35) Debarment from Bidding	25
36) Monitoring of Contract	26
A. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	26
Definitions	26
1) Contract Documents	27
2) Interpretation	27
3) Language	27
4) Joint Venture, Consortium or Association	Error! Bookmark not defined.

5) Eligible Goods and Related Services	27
6) Service of Notices Documents & Orders	27
7) Governing Law	28
8) Scope of Supply	28
9) Delivery & Installation	28
10) Supplier's/ Selected Bidder's Responsibilities	28
11) Purchaser's Responsibilities	28
12) Contract Price	28
13) Recoveries from Supplier/ Selected Bidder	28
14) Taxes & Duties	28
15) Copyright	29
16) Confidential Information	29
17) Sub-contracting	29
18) Rejection	29
19) Extension in Delivery Period and Liquidated Damages (LD)	30
20) Patent Indemnity	32
21) Limitation of Liability	32
22) Force Majeure	33
23) Change Orders and Contract Amendments	33
24) Termination	33
a) Termination for Default	33
b) Termination for Insolvency	34
c) Termination for Convenience	34
25) Exit Management	34
26) Settlement of Disputes	36
B. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	37
1) Payment Terms and Schedule	37
2) Service Level Agreement	37
I. ONLINE HELPDESK MANAGEMENT SYSTEM:	
ERROR! BOOKMARK NOT DEFINED.	
3) Change Requests/ Management	Error! Bookmark not defined.
PART B (OTHER ADDITIONAL CIVIL AND ELECTRICAL WORK)	ERROR! BOOKMARK NOT DEFINED.
ANNEXURE-2: TECHNICAL BID COVER LETTER	46
ANNEXURE-3: TENDER FORM	47
ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE	48
ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION	50
ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT	51
ANNEXURE-8: BANK GUARANTEE FORMAT	54
ANNEXURE-9: DRAFT AGREEMENT FORMAT	59
ANNEXURE-12: STAMP DUTY ON BANK GUARANTEE/ AGREEMENT	64

1. NOTICE INVITING BID (NIB)



GOVERNMENT OF RAJASTHAN
Department of Information Technology & Communication

Reference No.: F11(67)/DoIT&C/Prj/2022/1724

Date: 18/09/2026

NIB, UBN No.: ITC2627A0049, ITC2627WS0B00046

NOTICE INVITING BID (NIB)

Name & Address of the Procuring Entity	- Name: Commissioner, DoIT&C, GoR - Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	- Name: Sh. Hariram Meena - Designation: Executive Engineer (Electrical), DoIT&C - Address: Third Floor, IT Development & E-Governance, DoIT&C, Near Khaitan Polytechnic College, Jhalana Institutional Area, Jaipur-302004 (Rajasthan) - Email: hariramee88@rajasthan.gov.in
Subject Matter of Procurement	Request for Proposal (RFP) for Repair and Maintenance of MEP /civil works and AMC of Air conditioning, RO, UPS etc. in Makeshift old JNVU Campus, Jodhpur.
Bid Procedure	Single stage: Two part (envelop) Open competitive eBid procedure at https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Technically responsive Lowest evaluated bidder shall be awarded the contract.
Websites for downloading Bidding Document, Corrigendum's, Addendum etc.	- Websites: http://sppp.raj.nic.in; http://risl.rajasthan.gov.in; http://doitc.rajasthan.gov.in; http://eproc.rajasthan.gov.in; - Bidding document fee: Rs 2000 (Rupees Two Thousand only) in Demand Draft in favor of "Commissioner, DoIT&C" payable at Jaipur". - RISL Processing fee: Rs 500 (Rupees Five Hundred only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 17.40 lakh /- approx. (Rupees Seventeen Lakhs Forty Thousand Only)
Bid Security and Mode of Payment	Amount (INR): Rs. 34800 /- (Rupees Thirty-Four Thousand Eight Hundred Only) Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank favor of "Commissioner, DoIT&C" payable at Jaipur".
Period of Document Download (Start/ End Date)	- Start Date: 23-09-2026 from 05.00 PM onward - End Date: 05-10-2026 up to 11:00 AM
Period of Execution of Work	One Year
Period of Sale of Bidding Document (Start/ End Date)	- Manner: Online e-Procurement Website (https://eproc.rajasthan.gov.in) - Start Date: 23-09-2026 from 05.00 PM onward - End Date: 05-10-2026 up to 11:00 AM
Date and Place for the submission of Bids Security	06-10-2026 up to 11:00 AM - Third Floor, IT Development & E-Governance, DoIT&C, Near Khaitan Polytechnic College, Jhalana Institutional Area, Jaipur-302004 (Rajasthan)



सूचना प्रौद्योगिकी और संचार विभाग

GOVERNMENT OF RAJASTHAN
Department of Information Technology & Communication

Date/ Time/ Place of Technical Bid Opening	• Date/Time: 06-10-2026 at 04:00 PM • Place: Third Floor, IT Development & E-Governance, DoIT&C, Near Khaitan Polytechnic College, Jhalana Institutional Area, Jaipur-302004 (Rajasthan)
Date/ Time/ Place of Bid Financial Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
Note: 1) Bidder (authorized signatory) shall submit their offer on-line in electronic form at both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bid document fee, Bid Security should be drawn in favour of "Commissioner, DoIT&C" payable at Jaipur and RISL Processing Fee should be drawn in favour of "Managing Director", RajCOMP into Services Ltd." payable at Jaipur from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-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 OSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, IT Development & E-Governance, DoIT&C, Near Khaitan Polytechnic College, Jhalana Institutional Area, Jaipur-302004 (Rajasthan) 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bid document/ bidding process unless and until a form at contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bid document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of inconsistency in any of the provisions of this bid document with the RTPP Act 2012 and Rules thereto, the later shall prevail.	



(Hari Ram Meena)
EE(Electrical), DoIT&C

2. PROJECT PROFILE & BACKGROUND INFORMATION

1) Project Profile

The Department of Information Technology and Communication (DoIT&C), Government of Rajasthan, intends to select a bidder for the execution of certain repair and maintenance works related to Civil and MEP services, which are required to make the facility fully functional and suitable for the intended academic and administrative activities.

The scope of work shall also include Annual Maintenance Contracts (AMCs) for various essential services and equipment, including air-conditioning systems, water coolers/RO systems, UPS systems, and other associated services, as required. These works and AMC services are necessary for the proper upkeep, maintenance, and smooth functioning of the makeshift building and its associated services.

The makeshift building has been utilized for making the RGFDI functional from a part-time facility provided at Jai Narayan Vyas University (JNVU), Jodhpur, until the main RGFDI campus becomes operational. Accordingly, the repair and maintenance of the existing facilities, along with the required AMC services, are essential to ensure the uninterrupted and efficient functioning of the institute and to support the smooth conduct of academic and administrative activities.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 The company should have Employ Provident fund & ESI (Employee State Insurance) Registration Number.	a) Copy of valid Registration Certificates b) In case of company, Copy of Certificates of incorporation c) In case of Contractual firm, Copy of registration certificate with any State Govt. / Central Govt. Works Department Xerox copy of EPF & ESI Registration should be enclosed.
2.	Financial: Turnover	The bidder should have average annual financial turnover of Rs. 35 lakhs for last three financial years, however the bidder may opt. the current F.Y. year in the three years.	CA Certificate with CA's Registration Number / Seal
3.	Financial: Net worth	The net worth of the Bidder, as on 31 st March 2025, should be Positive.	CA Certificate with CA's Registration Number / Seal
4.	Technical Experience	The bidder should have executed electrical related works within-last (5) years in central Govt/ state Govt. Organization. The firm should submit proof of work order and completion certificate for the above job to qualify for the BID.	Work Order + Annexure-10 + Work Completion Certificates from the Client; (Whenever require,

S. No.	Basic Requirement	Specific Requirements	Documents Required
		One single order of similar nature of Rs 13.92 Lakhs OR Two orders of similar nature of Rs. 10.44 Lakhs In any of last five (5) financial years, however the bidder may opt. the current F.Y. year in the five years. Completion/ appreciation letters to be submitted along with the bid.	DOIT&C officials can be verified from Client);
5.	Tax Registration and Clearance	The bidder should have a registered number of i. GST registration certificate from GSTN, where his business is located ii. Income Tax / PAN number	Copies of GST & PAN Card
6.	Mandatory Undertaking	Bidder should: a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. b) not have, and their directors and officers do 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; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter: Annexure-5: Self-Declaration

2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

- The procuring entity shall disqualify a bidder as per the provisions under “Clause:Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
- 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.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

4.1.Details of work (SoW)

The proposed works comprise certain repair, maintenance, and improvement works related to Civil and MEP services, which are required to make the facility fully functional and suitable for the intended academic and administrative activities. The scope of work includes, but is not limited to, the following:

- Repairing and making the existing old air-conditioning units fully functional, including provision of new copper piping, refrigerant gas charging, testing, and commissioning, as required.
- Providing and installing the main LT cable for the JVVNL electricity connection to cater to the required electrical load of the makeshift facility.
- Providing and installing one Automatic Power Factor Correction (APFC) panel for maintaining the required power factor and avoiding applicable penalties as per DISCOM requirements.
- Providing new pedestal fans to ensure adequate air circulation during power outages.
- Providing and installing new split air-conditioning units for the Dean's Chamber and Professors' Seating Area.
- Carrying out the required civil repair works related to toilets, modifications, and associated works.
- Carrying out other allied Civil repair and MEP works as may be required for the proper functioning and upkeep of the facility.

The scope of work shall also include Annual Maintenance Contracts (AMCs) for various essential services and equipment, including air-conditioning systems, water coolers/RO systems, UPS systems as required. The repair, maintenance, improvement, and AMC works are essential for the proper upkeep and smooth functioning of the makeshift building and its associated services, and for ensuring uninterrupted and efficient academic and administrative operations of the institute.

The bidder has to visit the site before submitting the bid quotation.

Part A: Repair & Maintenance of Civil/MEP Works

- Re-fixing and alignment of existing old air conditioning units, including structural positioning and laying out necessary core connectivity lines.
- Laying and testing of additional commercial-grade copper piping along with heavy-duty nitrile rubber insulation sleeves across indoor-outdoor routes.
- Full volume refrigerant gas charging .
- SITC of Main LT Cable from JVVNL supply LT panel .
- SITC of one (1) Automatic Power Factor Correction (APFC) Panel to stabilize incoming voltage factor lines and strictly avoid discom low power factor financial penalties.
- SITC of Pedestal Fans to secure standard ambient room temperature and robust air circulation during power line outages.
- SITC of Split Air Conditioners (ACs) explicitly distributed across the Dean's Executive Chamber and the primary Professor Seating Area.

Part B: AMC

- All in All AMC of RO, Water Cooler, UPS and Air conditioning is included in work.

4.1.1. Project Deliverables, Milestones & Time Schedule

S. No.	Deliverable	Timelines	Payment
1.	AMC of RO, Water Cooler, UPS and Air conditioning is included in work for the period of 12 month Providing satisfactory	Quarterly	Payment will be released on quarterly basis as per AMC maintenance done with statutory deductions after verification from concerned ACP/official incharge.

S. No.	Deliverable	Timelines	Payment
	Services to the tendering authority in Part B . Overall comprehensive maintenance of items		
2.	Completion of Repair & Maintenance of Civil/MEP Works of Part A	45 days	Payment will be released after completion of the Repair & Maintenance of Civil/MEP Works in works of Part A

Items for AMC

S. No.	Description of Equipment	Rating	Make	Unit	Quantity	Remarks
1	UPS	60 kVA	Vertiv	Nos	1	
2	split Units with outdoor units	1.5/1.8//2.0 TR	Daikin	Nos	23	
3	Ceiling Mounted Cassette Units with outdoor units	2.56 TR /3.18 TR / 3.98/4.55/6.36 tr	Daikin	Nos	12	
4	RO	25 ltr LPH		Nos	4	
5	Water Cooler	400 ltr.storage, 170 ltr/hr. cooling cap.	bluestar	Nos	4	

4.1.2.Details of work required from Operators and Bidder

4.1.2.1. issues or work not covered in the contract

- 1) For the issues/work which are not covered in the contract need to be rectified by the bidder after approval from the engineer in charge. The payment of rectification work will be made as an extra item.
- 2) For extra item the rate will be considered from the latest Rajasthan PWD Electrical and Civil BSR. If item not in the Rajasthan PWD Electrical and Civil BSR then the prevailing market rate need to be submit for approval.
- 3) The payment will be released after dully verified from the concerned officer in charge. The GPS based photograph must be submitted with the extra item bill.

4.1.3. Service Level Agreement

S. No.	Service Description	Measurement Parameter	Reporting Period	Target Service Level
1	2	3	4	5
1.	AMC work done at site of all items	As Per Detailed Scope of Work (SoW)	As and when required, and preventive maintenance done in each quarter	As per BOQ.

- The penalty of Rs. 400/- per day per if the fault not resolved .
- The selected bidder shall AMC as given in BoQ, who are dedicated solely to look after the establishment, operation and maintenance Projects.

4.1.3.1. Penalty for not attending faults

S. No.	Description of Equipment/ Services	Response time to attend Issues/ faults	Per Hour Penalties in Rs., if issues/ faults not attended in response time	Maximum time to rectify issues /faults	Per day penalties in Rs., if issues/faults not rectified/ resolved in stipulated time period
	Attending of faults of MEP items and inform the OEM if a major fault occurred within timelines. In case if the item is not in the scope of bidder then it require to be done by bidder as per rates given in PWD electrical BSR 2025.				
1	UPS	2 hour	200	3 days	1000
2	split Units with outdoor units, Ceiling Mounted Cassette Units with outdoor units	3 hour	100	3 days	1000
3	Water cooler/ RO system	1/2 hour	100	1 days	500

Deliverable with Bills/Invoice for payment:

- a. Original tax invoice (in duplicate).
- b. Bank statement indicating credit of wages to the accounts of the workers

5. INSTRUCTION TO BIDDERS (ITB)**1) Sale of Bidding/ Tender Documents**

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

2) Changes in the Bidding Document

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

3) Period of Validity of Bids

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

4) Format and Signing of Bids

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

b. Financial Bid

a) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	DOIT&C Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility & Technical Documents		
4.	Technical Bid Cover Letter	As per Annexure-2 (PDF)
5.	Tender Form	As per Annexure-3 (PDF)
6.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4 (PDF)
7.	Self-Declaration	As per Annexure-5 (PDF)
8.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)
9.	Format for Submission of Project References	As per Annexure-10 (PDF)
10.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)

b) Financial bid shall include the following documents: -

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

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

5) Cost & Language of Bidding

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

6) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

7) Bid Security

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

- 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.
- Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

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

8) Deadline for the submission of Bids

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

9) Withdrawal, Substitution, and Modification of Bids

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

10) Opening of Bids

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

11) Selection Method:

- a) The selection method is Lowest Evaluated Technically Responsive bid.

12) Clarification of Bids

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

13) Verification of Eligibility Documents by DOIT&C

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

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

b) Non-material Non-conformities in Bids

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

c) Technical Evaluation Criteria

Bids shall be evaluated based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "Format and Signing of bids"

d) Tabulation of Technical Bids

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

15) Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

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

16) Correction of Arithmetic Errors in Financial Bids

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

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

17) 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 or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19) Exclusion of Bids/ Disqualification

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

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: -
 - a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

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 whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

22) Information and publication of award

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

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

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

24) Right to vary quantity

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

- b. 50% of the value of goods or services of the original contract.

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 10%, or as may be specified in the bidding document, 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 1% 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 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
- Bank Draft or Banker's Cheque of a scheduled bank;
 - 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;
 - 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;
 - Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [a.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- When any terms and condition of the contract is breached.
 - When the bidder fails to make complete supply satisfactorily.
 - if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) Note:-
- i) 4[75A.Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
- j) Explanation : For the purpose of this rule,-
- k) (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- l) (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by
- m) The Procuring Entity.
- n) (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus

- o) Bid Amount Quoted by the bidder.
- p) (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion
- q) of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when
- r) work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and
- s) 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]
- t)
- u) Execution of agreement
- v) 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.
- w) 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.
- x) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- y) 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.

26) Confidentiality

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

27) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

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

28) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) 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.

30) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Principal Secretary, IT&C, GoR
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-9 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.

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

31) Stay of procurement proceedings

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

32) 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.

33) Offenses by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

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

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

- c) For the purpose of this section-

- a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

- b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

34) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence

- a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

- b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.

- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

35) 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.

a. 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) 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.

5) Service of Notices Documents & Orders

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post/authorised e-mail to, the address of the place of residence or business of the person last known;

- c. On a body corporate by leaving it at, or sending it by post/authorised e-mail to, the registered office of the body corporate.

- c) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

6) Governing Law

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

7) Scope of Supply

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

8) Delivery & Installation

- a) Subject to the conditions of the contract, the completion of related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply 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 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.

9) Supplier's/ Selected Bidder's Responsibilities

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

10) Purchaser's Responsibilities

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

11) Contract Price

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

12) Recoveries from Supplier/ Selected Bidder

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

13) Taxes & Duties

- a) The TDS, Raj-VAT, Service Tax, GST (Whichever is applicable)etc., if applicable, shall be deducted at source/ paid by DOIT&C as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14) Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the 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.

15) Confidential Information

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

16) Sub-contracting

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

17) Rejection

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

- b) If, however, due to exigencies of Project work, such replacement either in whole or in part, is not considered feasible, the Purchaser Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct penalty equals to twice the amount as mentioned in column number “6” of the table “Minimum Manpower Resources” given under clause 2 i.e “Service Level Agreement” of chapter 7: “SPECIAL TERMS AND CONDITIONS OF CONTRACT” from the monthly payment. The deduction so made shall be final.

18) Extension in Delivery Period and Liquidated Damages (LD)

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

Compensation for Delay (For Part A)

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of the written order to commence the work issued to the Contractor.

If the Contractor fails to commence the work within the period specified in the work order, he shall be liable for forfeiture of the Security Deposit. In addition, appropriate action may be taken by the Tendering Authority to debar the Contractor from participating in future tenders for a specified period.

The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence. Time is the essence of the contract on the part of the Contractor.

To ensure satisfactory progress during the execution of the work, the Contractor shall, in all cases where the time allowed for any work exceeds one month (except for special jobs), be bound to complete:

- 1/8th of the whole work before 1/4th of the total time allowed under the contract has elapsed;
- 3/8th of the whole work before 1/2 of the total time allowed has elapsed; and
- 3/4th of the whole work before 3/4th of the total time allowed has elapsed.

If the Contractor fails to complete the work in accordance with the above time schedule, in terms of the cost of the work in money, and if such delay in execution of the work is attributable to the Contractor, the Contractor shall be liable to pay compensation to the Government at each stage of delay as specified below

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

Note: In case delayed period over a particular span is split up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in on time span is covered up within original stipulated period then the amount of such compensation levied earlier shall be refunded. The Engineer-in-charge or Tendering Authority shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

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

19) 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.

20) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

21) Force Majeure

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

22) 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.

23) Termination**a) Termination for Default**

- i. The tender sanctioning authority of DOIT&C may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DOIT&C; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If DOIT&C terminates the contract in whole or in part, amount of PSD may be forfeited.

- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

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

c) Termination for Convenience

- i. DOIT&C, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

24) Exit Management

1. Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA. 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.
- iii. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by DOIT&C 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 DOIT&C/DoIT&C as desired by the procuring entity during the exit management period.
- iii. DOIT&C during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to DOIT&C 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 DOIT&C or its nominated agencies.

b. All title of the assets to be transferred to DOIT&C 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 DOIT&C.

d. That the products and technology delivered to DOIT&C during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of DOIT&C. Supplied hardware, software & documents etc., used by selected bidder for DOIT&C shall be the legal properties of DOIT&C.

3. Cooperation and Provision of Information during the exit management period

- i. The selected bidder will allow DOIT&C or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable DOIT&C or its nominated agencies to assess the existing services being delivered.
- ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. DOIT&C 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 DOIT&C or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by DOIT&C or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

4. Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to DOIT&C or its nominated agencies the following:

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information;
- iii. All current and updated data as is reasonably required for purposes of DOIT&C or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by DOIT&C or its nominated agencies; and
- iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DOIT&C or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to DOIT&C 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 DOIT&C or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

5. Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in 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 DOIT&C or its nominated agencies, or its replacement operator.

- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to DOIT&C or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

6. General Obligations of the selected bidder

- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to DOIT&C or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

7. Exit Management Plan

- i. The selected bidder shall provide DOIT&C 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 DOIT&C 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 DOIT&C or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by DOIT&C 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.

25) Settlement of Disputes

- a) In the case of a dispute or difference arising between the Tendering authority and the successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the Sole arbitrator, whose decision shall be final and binding on the parties.
- b) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall apply to the arbitration proceedings.

The Tendering authority may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Implementation Agency, if the successful bidder fails to comply with any decision reached consequent upon arbitration proceedings.

- c) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

b. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT
1) Payment Terms and Schedule

- a) Payment schedule – Payments to the bidder would be made as under: -

S. No.	Activity	Payment Term	Payment
1.	Providing satisfactory Services of AMC to the tendering authority Part B	Quarterly.	Payment of AMC after deducting penalties, if applicable after approval of ACP/ Official Incharge.
2.	Completion of Repair & Maintenance of Civil/MEP Works of Part A	30 days	Payment will be released after completion of the Repair & Maintenance of Civil/MEP Works in works of Part A

- b) The supplier/ selected bidder request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the engineers provided 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.
- c) All services rendered by the bidder will be verified, validated and approved by the appropriate officer-in-charge (OIC)/Project Managers/Nodal Officer/Concerned ACP before payments are released to the service provider as per the terms and conditions of the RFP
- d) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- j) Initially, the contract shall be valid for one year and the same can be extended as per prevailing rules. Initially the contract shall be done for one year and the same shall be renewed for second year subject to satisfactory services provided during the contract period.
- k) No advance payment shall be made.
- l) The payment shall be released by the DOIT&C on central level on bi-monthly basis on the receipt of deliverables and after deduction of applicable penalty, taxes and dues.
- m) 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.
- n) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- o) 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.

2) Service Level Agreement

S.No.	Service Description	Measurement Parameter	Reporting Period	Target Service Level
1	2	3	4	5

S.No.	Service Description	Measurement Parameter	Reporting Period	Target Service Level
1	2	3	4	5
1.	AMC of part b items	As Per Detailed Scope of Work (SoW)	Quarterly	As per BOQ

ANNEXURE-1: BILL OF QUNATITY (BOQ)

Name of Work : Repair and Maintenance of MEP /civil works and AMC of Air conditioning ,RO, UPS etc. in Makeshift old JNVU Campus, Jodhpur.				
Part A (Repair and Maintenance of Civil/MEP Work)				
S. N o.	Rate Taken(R ajasthan Pwd Electrica l BSR 2025)	Item Description	Qua ntity	Units
1	26.42	Supplying and charging of fresh refrigerant and testing of performance of air conditioner/ fridge/ water cooler of following capacity including capillary and strainer/ filter.		
2	26.42.2	1.5 TR Window/ Split A.C.	7.00	Each
3	26.42.3	2.0 TR Window/ Split A.C.	5.00	Each
4	22.43	Supply, installation, testing and commissioning of interconnecting copper refrigerant piping of DHE Grade C12200- ASTM B68, B75, chemical composition of copper %- 99.0 Min and Phosphorus %- 0.015 to 0.040 . For Annealed copper tube :- Tensile strength = 210 Mpa wih elongation % = 40 Min . Ink Mark Brand Printing on Hard Tubes should be present. duly insulated with tubular elastomeric nitrile rubber FM/UL approved with high water vapor diffusion resistance and low thermal conductivity should be certified 'Class O' in Fire Propagation as per BS 476 Part 6 with 7 mil Glass Cloth and 3 coats of anti UV paint (on area which is exposed to weather) including chase cutting andfilling with mortar, Slotted channel supports mounted on 10 mm threaded rod at suitable spacing the exposed piping shall be wrapped with glass woven cloth and lag coating for vapour barrier and weather protection. Joints shall be covered with nitrile rubber tape of 3 mm thick complete as required of following sizes.		
5	22.43.8	15.9 mm O.D., wall thinkness $\geq 0.8\text{mm}$ (insulation – 13 mm thick)	75.00	mtr
6	22.43.9	12.7 mm O.D., wall thinkness $\geq 0.8\text{mm}$ (insulation – 13 mm thick)	75.00	mtr

7	22.43.10	9.5 mm O.D., wall thickness $\geq 0.8\text{mm}$ (insulation – 13 mm thick)	75.00	mtr
8	22.43.11	6.4 mm O.D., wall thickness $\geq 0.8\text{mm}$ (insulation – 13 mm thick)	75.00	mtr
9	22.44	Providing & Fixing of IS : 4985 - 2000 Class -4 (10 Kgf / Sqcm) UPVC drain water piping with fittings (IS:7834 & 10Kgf/sqcm) like elbow, socket, Tee, solvent cement jointing, support with MS hanger on ceiling or recessed in wall with chasing & plastering with 6 mm thick closed cell elastomeric nitrile rubber insulation including leakage testing etc. as required of following Nominal sizes.		
10	22.44.1	20 mm	120.00	mtr
11	4.10	Supply and laying PVC Insulated and PVC Round Sheathed Multi Core copper conductor (IS:694) and as per IS 8130 : 2013 of 1.1 kV grade . Wire should be made from copper, stranding in acc. to IS:8130/IEC 60228 for lower watt loss , oxygen free for less chances of oxidization, insulation PVC type A/C/D , flame retardant as per IS 10810-53, better amperage rating as per IS:3961 part 5, in existing pipe / open trench / Cable tray / on surface including making connection etc. as required.		
12	4.10.1	1.5 sq.mm x 3 core	120.00	mtr
13	4.10.5	2.5 sq.mm x 3 core	100.00	mtr
14	4.1	Supplying and laying FR PVC insulated & unsheathed flexible copper conductor of following nominal sizes with ISI marked (IS:694) and as per IS 8130 : 2013 of 1.1 kV grade . Wire should be made from copper, stranding in acc. to IS:8130/IEC 60228 for lower watt loss , oxygen free for less chances of oxidization, insulation PVC type A/C/D , flame retardant as per IS 10810-53, better amperage rating as per IS:3961 part 5, in existing surface or recessed PVC/ MS conduit/casing capping making connections with Copper Lugs of suitable size, Ferrules,testing etc. as required.		
15	4.1.7	2 x 2.5 sq. mm. + 1x1.5sqmm	250.00	mtr
16	11.2	Providing & Laying XLPE insulated & P.V.C. sheathed Armoured Aluminium cable confirming to IS :7098 P - I of 1.1 KV with H4- Grade electrolytic aluminium conductor confirming to IS 8130 of purity >99.6 %, round / flat strip armouring of cables, Inner / outer sheath confirming to IS:5831 in existing RCC / Hume / Stoneware / PVC pipe/ open duct/cable trench / Cable tray(with cable tie) including testing commissioning etc. as required of following size.		
17	11.2.10	120.0 Sq. mm		
18	11.2.10.2	3.5 core	100.00	mtr
19	24.94	Supply & Fixing of CO2 type Fire Extinguisher conforming to IS:15683:2018, charged with CO2 gas (purity 99.7% conforming to IS 15222), Powder coated Internal & External Surface Manganese steel ISI marked as per IS 7285 cylinder body , Wheel type Forged brass release valve ISI Marked as per IS 3224 with Inbuilt safety release device ((Fusible plug and Rupture Disc Type), 1.0 Mtr. Metal wire braided hose having minimum bursting pressure of 140 Kgf/cm ² , Horn with metallic thread connection, QR code for Product Traceability, including Fixing on wall with suitable Anchor Fasteners as required of following capacity. Test Certificates of all the Parameters along with Hydro test & Burst test (For Cylinder Body) Certificate from OEM / External NABL Accrediated Lab is to be submitted.		
20	24.94.2	Capacity 4.5 Kg.	2.00	each

21	24.95	Supply & Fixing of Dry Powder Agent (as per IS 4308:2019), ABC type Fire Extinguisher (Stored Pressure type) conforming to IS:15683:2018 , Powder coated Internal & External Surface Deep drawn cylinder body of Mild Steel CR2 grade conforming to IS: 513, Squeeze grip Forged brass release valve with Inbuilt safety release device, Diaphragm Type, 0 to 28 bar range pressure gauge, 450 mm long EPDM discharge tube, QR code for Product Traceability including Fixing on wall with suitable Anchor Fasteners as required of following capacity. Test Certificates of all the Parameters along with Hydro test & Burst test (For Cylinder Body) Certificate from OEM / External NABL Accredited Lab is to be submitted.		
22	24.95.3	6 Kg Capacity	4.00	each
23	22.46	Making hole in stone masonry/ RCC wall/ RCC slab with core cutter for accomodating refrigerant pipe/ drain pipe/ MS pipe/ cables etc of following dia		
24	22.46.1	50 mm dia per running inch length	20.0 0	per inch
25	14.2	Plate Earthing as per IS:3043 with Hot dipped G.I. Earth plate of size 600mm x 600mm x 6.0mm by embodying 3 to 4 mtr. below the ground level with 20 mm dia. G.I. 'B' class watering Pipe ,including all accessories like nut, bolts, reducer, nipple, wire meshed funnel, Heavy duty weather proof poly-propylene earth inspection chamber as per requirement of IS/IEC 62305 and tested as per IEC 62561-5 with lockable Jam free lid suitable for safe working load 60 kN of round / square size 250 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.	1.00	set
26	17.1	SITC of IP20 SMD Mid Power LED batten type integrated light fixture made from Powder coated Extruded aluminium housing with in built driver , System lumen efficacy ≥ 110 lm/Watt output only at CW (5700K to 6500K) , internal surge protection of 4.0 KV with Short & Open circuit protection ,THD < 10% , P. F. ≥ 0.95 , CRI >80 , life time of minimum 50000 Burning Hours with , 70% of intial Lumen maintaned till life ends , CCT 3000°K / 4000°K / 5700°K /6000°K/6500°K (As per ANSI Bin) as required.		
27	17.1.1	1170mm(+/-10%) LED batten with min. lumen output 2200 lm	15.0 0	Each
28	17.3	SITC of IP-20 LED Recessed / Surface Mounted, Round / Square backlit & SMD Mid Power LED Downlight with power coated die-cast aluminum housing with UV Stabilized non yellowish Diffuser with BIS compliance 4.0 KV surge protected Isolated driver, with Short & Open circuit protection input 320VAC-48 hr protection, input 350VAC-2 hr protection), having efficiency > 85% . System Lumen efficacy of ≥ 110 lm / watt,at CW (5700K to 6500K) , THD < 10 % , Pf. ≥ 0.95 , CRI >80, life time of minimum 50000 Burning Hours with , 70% of intial Lumen maintaned till life ends , CCT 3000°K / 4000°K/ 5700°K /6000°K/6500°K (As per ANSI Bin) as required.		
29	17.3.1	Recessed Mounting		
30	17.3.1.3	Minimum lumen output 1600 lm	10.0 0	Each
31	17.3.1.4	Minimum lumen output 1950 lm	10.0 0	Each

32	22.24	Supply , Installation, Testing and Commissioning of Inverter type Air Cooled Hi Wall split type Air conditioners with latest star rating system as per BEE amended upto date complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (closed cell elastomeric nitrile rubber tubular pipe section) upto 3 Mtr (IDU to ODU), copper power cable upto 3.5 Mtr (IDU to ODU), R-32/R-410 Green Refrigerant, wireless Remote control, suitable for working between 230V +/- 10% with low & high voltage cutoff and 50 hz , single phase AC supply capable of performing cooling, dehumidification, air circulation of following capacity with Scroll / rotary compressor. Min 5 year Original Equipment Manufacturer (OEM) warranty of both compressor and Printed Circuit Board (PCB).		
33	22.24.4	Cooling capacity 5000-5300 Watt, ISEER not less then 4.6	2.00	Each
34	22.24.7	Cooling capacity 6800-7000 Watt, ISEER not less then 3.8	3.00	Each
35	22.49	Supply & fixing MS powder coated stand suitable for 2.5/3.0/4.0 Tr outdoor type of Split/Ductable/Tower AC. All as per pre approved by Engineer in charge.	5.00	Each
36	15.6	Providing & Fixing of 400 mm Sweep BLDC technology Oscillating type Wall mounting / Pedestal type fans with Three speed, ON and OFF position, Double Wall bearing with front and back 120 or more ribs guard; Three no. blades, noise level should be <= 75 dB, including fixing with anchor bolts, making connection testing etc. as required. (With Remote)		
37	15.6.2	Pedestal Type having Adjustable Height with Service value 2.6 CMM /W, Min. Air Delivery 85 CMM	20.00	Each
38	8.1	SITC of IP-42 and general construction confirming to IS:8623 : 1993, wall/ free standing floor mounted dust and vermin proof compartmentalised cubical panel as specifications and Other parameters required as per point (a) ,(b), (c),(d), (e), (f), (g), (h) as below:-		
39		(a) Thickness of CRCA sheet shall not be less than 1.6 mm upto 450 mm length/ width of any compartment and be 2.0 mm above 450 mm, load bearing structure shall be 2.0 mm thick sheet supported by base M.S. channel if required, cable alley compartments having concealed hinged type doors with key type lock with / without detachable extension type structure. Removable 3 mm. thick sheet steel gland plates with appropriate size of knockouts for cables shall be provided		
40		(b) complete panel shall undergo a process of degreasing, Water rinsing, Activation, derusting, pickling in acid bath, phosphatising & shall be subjected to nine tank process and then Powder coated with approved shade of minimum 70 microns on both side (Inner & Outer side) of panel. The panel having PE foam/ Neoprene rubber gasket of not less than 3mm thickness ,required hardware , concealed hinged door with key type locking arrangement for equipment/switchgear earthed with 2.5 sq.mm braided copper wire.		
41		[c] Interconnection between bus bar and switchgears /cable shall be rigidly supported and made out by flexible copper wires (up to 63 amp) and by solid bus bar (>63 amp) . control wiring will be carried out with 1.5 Sq.mm, Earth wire with 2.5 Sq.mm and CT with 2.5 sq.mm flexible copper wire only. All joints / interconnections of copper bus bar shall be dully tinned . Clearance between main bus bar and risers / metal parts shall be at least 10 mm additional to width of bus bar Bus bar is insulated by Heat Shrinkable sleeves . Earth and Neutral bus bar shall be half of the size of phase bus bar. (Cost of Bus bar / Flexible wire for Interconnection between Main busbar and Switchgear is to be Paid Extra)		

42		(d) Wiring between components within switchgear and Incoming / outgoing cable shall be done through the terminal block only. Direct connection shall not be permitted. Each terminal block shall be one piece moulded, barrier type, 650 volt grade, complete with washers, heads, studs with two nuts and identification strips and shall have adequate continuous current rating. For tap-offs, adjacent terminals with shorting strips shall be used. 10% Spare terminal blocks shall be provided. Wire identification on marking strip shall correspond to the designation of the wiring diagrams. All wire terminals on the equipment shall also be marked with designation corresponding to those of the wiring diagram.		
43		(e) All wiring shall be enclosed in plastic channels and neatly bunched and closed in metering chamber, Wiring between terminals of various devices shall be 'point to point' (no wire splitting or tee connections) with wires neatly trucked along the back of the panels, adequately supported to prevent sagging.		
44		(f) Floor mounted panel shall be mounted on Base frame of ISMC channel size 100 x 50 x 5 mm (to be paid Extra)		
45		(g) Tests: The insulation resistance (with 1000 V Megger) and High voltage Power frequency test (by applying a voltage of 2.5KV for one minute) shall be measured between phases, between phase and neutral and between phase and earth. both before and after high voltage power frequency test. The insulation resistance shall not be less than three megaohm. CT Secondary current injection test shall also be carried out.		
46		(h) only outer surface area on all sides shall be measured & panel to be fabricated only from CPRI approved fabricator only (CPRI type Test certificates for Temp. rise test, Short circuit test for 50 kA and IP test is to be submitted)	8.00	Sqm
47	8.4	Providing & Fixing of IS: 13875 & IEC :61326/IEC:62053-22 confirming LED Digital type (up to 500) V range Volt meter / Direct- Ammeter / CT operated ammeter/ Frequency meter / KWH meter / Multi Function Meter / Power analyzer of class 1 accuracy of size 96mm x 96 mm including making connection by PVC insulated copper conductor with PVC sleeves / channel etc. as required.		
48	8.4.8	Three phase AMP+HZ+PF+KW+KVA+KVAR+T.ENERGY+THD-I, THD-V & RUN HRS Meter	1.00	Each
49	8.17	Providing & Fixing of 440 Volt 3 pole capacitor (AC 6 B) duty contactor with 3 no. early make and post break auxiliary contacts in series with quick discharge damping resistors/ reactors to limit the inrush current as per IS/IEC 60947-4-1 : 2000, insulation voltage 1000V, impulse withstand voltage 8 KV,Din rail mounting type including making connections, testing etc. as required. suitable for following capacity capacitor bank.		
50	8.17.1	up to 6 KVAR	3.00	Each
51	8.17.3	10 KVAR	2.00	Each
52	8.17.6	20.0 KVAR	1.00	Each
53	8.17.7	25.0 KVAR	2.00	Each
54	8.13	Providing & Fixing of self healing IP20 MPP type shunt capacitor (banks) conforming to IS:13340-41 / IEC :831-1&2 OR IEC : 60831-1& 2 in existing panel or parallel with load terminals , the capacitor shall be fitted with discharge resistors, pressure sensitive disconnecter (PSD) and shall have dissipation factor less than 0.0025 at 50 Hz, Operating loss less than 0.30 Watt per KVAR. Min over current capacity 1.8 times rated current & peak inrush current min. 300 times of rated current, life expectancy greater than 100000hrs (temp class - 25 D) in 440 V including making connections, testing etc. as required.		
55	8.13.1	Heavy duty Three phase 440 V, 50 Hz cylindrical type capacitor (Bank)	100.00	KVAR

56	8.10	Providing & Fixing of 110/220 V, unibody LED Indicating lamp IEC 60947 with integral circuit, IP 65 above panel & IP 20 terminal block, Approx. body dia for panel not less than 20 mm, length min. 50mm, front LED cover dia min. 27 mm, contact material phosphor bronze for Led, PCB contacts shall be of brass (tin plated), impulse dielectric tested for 2.5 KV, Rated insulation resistance shall be 100 M ohm at 500VDC including connection etc. as required.		
57	8.10.1	Red/yellow/Green colour	8.00	Each
58	8.7	Providing & Fixing of CT linked selector switch of 10 A for Ampere meter (4 position) using high grade engineering material to international standards with cam assembly insulation of glass filled polyamide with high tracking index. For reliable and stable electrical and mechanical endurance double butt contacts with silver bi-metal on copper should be provided . contact assembly is of operating temp range 25 degree C to 55 degree C, frequency upto 10 KHz. switch life under standard operating conditions shall be mechanically minimum 50000 operations @300 cycles/ hour and electrically 10,000 operations at 100% rated duty for 100 cycles/ hour , including making connection etc. as required .	8.00	Each
59	8.5	Providing & Fixing of Current Transformer confirming IS 2705-I (1992) with secondary terminal and shorting Block , with all necessary support in existing panel including connection etc. as required Current transformer Ring Type Tape Wound/Resin Cast Wound Accuracy Cl, CT ratio and burden as specified. ISF<=5, Cu cross section of secondary wire 1.5sqmm (minimum), including all necessary support in existing panel including connection etc. as required .		
60	8.5.1	Ring type tape wound CT		
61	8.5.1.2	C T Class 1, Ratio 200/5 to 600/5, Burden 10 VA	3.00	Each
62	20.18	Supply , Installation, Testing and Commissioning of Unmanaged Switch Plug-and-play - easy setup with no configuration or no software needed, following Port fast ethernet - 8 port 10/100/1000 MBPS auto-negotiation RJ45 ports, IEEE 802.3x flow control ,supports auto-MDI/MDIX, eliminating the need for crossover cables including making connection etc as required complete in all respect.		
63	20.18.2	16 Port	1.00	Each
64	20.18.3	24 Port	2.00	Each
65		Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. metres and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 m lead With cement mortar 1 :4 (1 cement : 4 coarse sand)	100.00	SQM
66		Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade including all scaffolding:		
67		Old work (One or more coats)	100.00	SQM
68		Providing and laying Antiskid Ceramic floor tiles of size 600x600 mm or more (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, design and print as per selection laid on Cement Mortar 1:4 (1 Cement : 4 Coarse sand) as per drawing, including pointing the joints with white cement and matching pigments etc., complete. Basic Rate of Tiles is 750/- per sqm	15.00	SQM
69		P & F White Vitreous China <i>Double Syphonic European W.C.</i> (I.S:2556Mark) with mounted W.V.C. flushing cistern of (IS : 2556 Mark) of 10 litre capacity complete with all necessary internal fittings including cutting and making good the wall and floor.	6.00	NOS

70		PVC with PVC bend and superior internal fittings as per IS : 7231 .	6.00	NOS
71		P & F WVC Wash basin (1st quality IS:2556 Mark) of approved make with C.I. brackets duly painted 1 No. 15 mm C.P. Pillar cock (IS:8934 Mark) & 32 mm C.P. brass waste coupling of approved make, P.V.C Waste pipe with PVC nut 32 mm complete including cutting & making good the wall :		
72		Size 550 mm x 400 mm	10.0 0	NOS
73		P & F Bottle Trap of approved make :		
74		Synthetic Material (PTMT)32 mm	10.0 0	NOS
75		P & F <i>Looking Mirrors</i> with P.V.C. frame of approved make as per direction of Engineer-in-charge		
76		Oval shape 450x350 mm	4.00	NOS
77		P & F <i>Liquid Soap Container</i> with brackets complete of approved make:		
78		Synthetic Material of approved quality/make:	4.00	NOS
79		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes (IS 15778 : 2007 code) having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. (Concealed work including cutting chases and making good the walls etc.,)		
80		20mm nominal size	10.0 0	Rm
81		25 mm nominal size	10.0 0	Rm
82		32mm nominal size	20.0 0	Rm
83		P & F Inlet Connection (Angle Valves) Superior quality, of approved make, for Wash basin, Gyser etc.		
84		C.P. Inlet connection 15mm.Brass (IS : 8931 marked)	10.0 0	Nos
85		P & F 1st quality WVC Urinal (IS:2556 mark) with 25mm dia G.I. waste pipe, dome waste couplings, concealed iron brackets or screws etc complete.		
86		Mini stall size 455x385x350mm.	12.0 0	Nos
87		P & F W.V.C. Urinal Partition Plate of approved standard make of size 630x315mm including making good the wall.	12.0 0	Nos
88				
89		Structural steel work in single section fixed with or without connecting plate including cutting, hoisting (height upto 10 m), fixing in position and applying a priming coat of approved steel primer all complete.	50.0 0	KG
90		P & F in position frame made out of M.S. angle (riveted or welded) finished with two coats of red oxide and two coats enamel paint including cutting, welding, holes etc.of following sizes as required.		
91		25mm x 25mm x 5mm	15.0 0	Rmt
Part B (AMC)				
1		All in all Comprehensive annual maintenance and repair contract for On line UPS of following Capacity (Excluding Replacement of Batteries)		
2		60 KVA UPS	1.00	Job Per Year

3	29.6	All in all comprehensive maintenance of various type air conditioners including repair / replacement of compressor, condensing/ cooling coil , refrigerant piping , fan motor , remote , charging of refrigerant whenever required and periodical servicing as per OEM's recommendations and standard terms & conditions of PWD to meet efficient performance of the equipment.		
4	29.6.2	1.5/1.8/2.0 Tr Split type air conditioner	23.0 0	Job Per Year
5	29.6.5	1.5/2.0/3.0/4.0 Tr cassette type air conditioner	12.0 0	Job Per Year
6	29.9	All in all comprehensive maintenance of Reverse Osmosis water purification system including repair / replacement of components ,consumables , cleaning , servicing etc as per OEM's Guide lines to meet out the TDS level of Water as per client requirement / standard norms to meet efficient performance of the equipment.		
7	29.9.2	25 Ltr/hr capacity	4.00	Job Per Year
8	29.6	All in all comprehensive maintenance of various type air conditioners including repair / replacement of compressor, condensing/ cooling coil , refrigerant piping , fan motor , remote , charging of refrigerant whenever required and periodical servicing as per OEM's recommendations and standard terms & conditions of PWD to meet efficient performance of the equipment.		
9	29.6.2	1.5/1.8/2.0 Tr Split type air conditioner	23.0 0	Job Per Year
10	29.6.5	1.5/2.0/3.0/4.0 Tr cassette type air conditioner	12.0 0	Job Per Year
11	29.9	All in all comprehensive maintenance of Reverse Osmosis water purification system including repair / replacement of components ,consumables , cleaning , servicing etc as per OEM's Guide lines to meet out the TDS level of Water as per client requirement / standard norms to meet efficient performance of the equipment.		
12	29.9.2	25 Ltr/hr capacity	4.00	Job Per Year
13	29.8	All in all comprehensive maintenance of Water cooler including compressor, condensing/ cooling coil ,water tank with inner piping including repair / replacement of components like filters, membrane, charging of refrigerants whenever required , cleaning , servicing etc. as per OEM's recommendations and standard terms & conditions of PWD to meet efficient performance of the equipment.		
14	29.8.3	150/400 Ltr to 225/400 Ltr capacity	4.00	Each

ANNEXURE-2: TECHNICAL BID COVER LETTER

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

To,

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

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 3 months from the date of issue of LOI.
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:

ANNEXURE-3: TENDER FORM

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

Addressed to :

a.	Name of the tendering authority	Commissioner & Joint Secretary		
b.	Address	DoIT&C, GoR, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)		
c.	Telephone	5103902, 2226055		
	TeleFax	0141-2228701		

I. NIT Reference:

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

- II. The DoIT&C Tender fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been deposited vide receipt no. _____ Dated _____.
- III. The RISL Processing fee amounting to Rs. 500/- (Rupees Five Hundred Only) has been deposited vide receipt no. _____ Dated _____.
- IV. The rates quoted are valid up to _____. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.
- V. Following documents are attached towards the proof of bid security deposited.

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

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

Signature & Seal of Bidder

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE

{To be filled by the bidder}

To,

To,

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

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: SELF-DECLARATION

{To be filled by the bidder}

To,

The Commissioner & Joint Secretary,

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

IT Building, Yojana Bhawan Campus, Tilak Marg,

C-Scheme, Jaipur-302005 (Raj).

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

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

qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{To be filled by the bidder}

To,

The Commissioner & Joint Secretary,

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

IT Building, Yojana Bhawan Campus, Tilak Marg,

C-Scheme, Jaipur-302005 (Raj).

CERTIFICATE

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT

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

To,

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

Reference: NIB No. : _____ Dated: _____

Dear Sir,

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

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

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

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

I / We agree to abide by this bid for a period of _____ 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:

RFP for Repair and Maintenance of MEP/ Civil Works and AMC of Air Conditioning, RO,UPS etc. Makeshift
Old JNVU Campus, Jodhpur

Financial Bid Format

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

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

Sl. No.	Item Description	Quantity	Units	Unit Price	GST In Rs. P	Unit Rate with GST	AMOUNT with GST	TOTAL AMOUNT In Words
1	2	3	4	5	6	7=5+6	8=7x3	9

Note: The bidder has to quote GST separately in financial bid/BOQ otherwise his financial bid will not be entertained.
The order will be awarded to overall lowest contractor.

ANNEXURE-8: 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)

To,

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

Sir,

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

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

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

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the DOIT&C of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the DOIT&C shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DOIT&C on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the DOIT&C that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DOIT&C shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the DOIT&C and it is further declared that it shall not be necessary for the DOIT&C to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the DOIT&C may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the DOIT&C to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your 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 DOIT&C
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,

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

1. In consideration of the Department of Information Technology & Communications, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter called "DoIT&C") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the DoIT&C 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 DOIT&C an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the DoIT&C. Any such demand made on the bank by the DoIT&C shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the DoIT&C and We..... (Indicate the name of Bank), bound ourselves with all directions given by DoIT&C regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the DoIT&C any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal, and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of DOIT&C under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DOIT&C certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the DOIT&C that the DoIT&C shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said 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 DoIT&C 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 DoIT&C or any indulgence by the DoIT&C to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of 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 DoIT&C in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the DoIT&C. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the DOIT&C to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DoIT&C may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. 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 DOIT&C
For and on behalf of the DOIT&C

Signature

(Name & Designation)

ANNEXURE-9: DRAFT AGREEMENT FORMAT

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

This Contract is made and entered into on this _____ day of _____, 2026 by and between Department of Information Technology and Communication (DoIT&C) having its head office at IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DoIT&C) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under 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 Work Order 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 DOIT&C along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by DOIT&C to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The DOIT&C 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 DOIT&C 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 i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. The Penalties shall be implemented and deducted as per the SLAs defined in the RFP.

5.1.1. Service Level Agreement

S. No.	Service Description	Measurement Parameter	Reporting Period	Target Service Level
1	2	3	4	5
1.	AMC work done at site of all items	As Per Detailed Scope of Work (SoW)	As and when required, and preventive maintenance done in each quarter	As per BOQ.

- The penalty of Rs. 400/- per day per if the fault not resolved .
- The selected bidder shall AMC as given in BoQ, who are dedicated solely to look after the establishment, operation and maintenance Projects.

5.1.1.1. Penalty for not attending faults

S. No.	Description of Equipment/ Services	Response time to attend Issues/ faults	Per Hour Penalties in Rs., if issues/ faults not attended in response time	Maximum time to rectify issues /faults	Per day penalties in Rs., if issues/faults not rectified/ resolved in stipulated time period
	Attending of faults of MEP items and inform the OEM if a major fault occurred within timelines. In case if the item is not in the scope of bidder then it require to be done by bidder as per rates given in PWD electrical BSR 2025.				
1	UPS	2 hour	200	3 days	1000
2	split Units with outdoor units, Ceiling Mounted Cassette Units with outdoor units	3 hour	100	3 days	1000
3	Water cooler/ RO system	1/2 hour	100	1 days	500

RFP for Repair and Maintenance of MEP/ Civil Works and AMC of Air Conditioning, RO,UPS etc. Makeshift

Old JNVU Campus, Jodhpur

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

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2026.

Signed By:	Signed By:
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	()
() Designation: Company:	()
() Designation: Company:	()

RFP for Repair and Maintenance of MEP/ Civil Works and AMC of Air Conditioning, RO,UPS etc. Makeshift

Old JNVU Campus, Jodhpur

ANNEXURE-10: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

S. No.	Description	
1	Project Name:	
2	Value of Contract/Work Order (In INR):	
3	Country:	
4	Location within country:	
5	Project Duration:	
6	Name of Customer:	
7	Total No. of staff-months of the assignment:	
8	Contact person with address, phone, fax and e-mail:	
9	Start date (month/year):	
10	Completion date (month/year):	

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

ANNEXURE-11: 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-12: Stamp Duty on Bank Guarantee/ Agreement


RajCOMP Info Services Ltd.
 (A Government of Rajasthan undertaking)

Email: kaushal.risl@rajasthan.gov.in
 website: www.rajcomp.net

U.O. Note

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

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


 (Kaushal Suresh Gupta)
Dy. Manager (Finance)

ALL OIC's

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

**GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(TAX DIVISION)**

Jaipur, dated: 06.11.2020

NOTIFICATION

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

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

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


(Nishant Jain)
Joint Secretary to the Government

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

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


Joint Secretary to the Government