

# Rajasthan Knowledge Corporation Limited

## *Request for Proposal (RFP)*

*Supply, Installation, Commissioning and Maintenance of Uncompressed 50 Mbps Dedicated 1:1 Leased Line Internet Bandwidth RKCL*

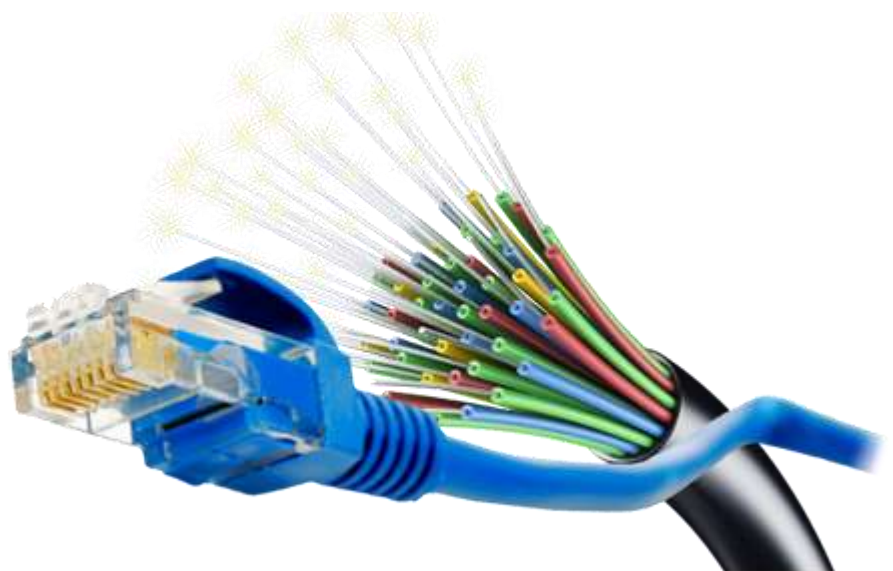
**Date: 13/10/2017**



7-A, Jhalana Institutional  
Area, Behind RTO, Jaipur-  
302004

Ph.: 0141-5159700

[www.rkcl.in](http://www.rkcl.in)



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**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	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.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RKCL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order for 3 Years of Operations & Maintenance Services after commissioning of the project and same can be rewarded on the satisfactory services for further 2 years on the same commercials.
<b>COTS</b>	Commercial off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ Gol.
<b>DeitY, Gol</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>Gol/ GoR</b>	Govt. of India/ Govt. of Rajasthan

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

	entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RKCL in this RFP document.
<b>Raj SWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RKCL</b>	Rajasthan Knowledge Corporation Limited
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>VAT/ Cen VAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order

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

 <p><b>Rajasthan Knowledge Corporation Limited</b> <small>(A Public Limited Company Promoted by Govt. of Rajasthan)</small></p>	<p><b>RAJASTHAN KNOWLEDGE CORPORATION LIMITED</b> 7-A, Jhalana Institutional Area, Behind RTO, Telephone: 0141- 5159700</p>
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BID REFERENCE: RKCL/17-18/747

Dated: 13<sup>th</sup> October, 2017

Unique Bid No.: RKCL/PROC/LEASELINE/TECH/18

RKCL invites bids through Open Competitive bidding process from eligible bidders for Supply, Installation, Commissioning and Maintenance of Uncompressed 50 Mbps Dedicated 1:1 Leased Line Internet Bandwidth at RKCL as per following details:

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Rajasthan Knowledge Corporation Limited (RKCL)</li> <li>Address: 7-A, Jhalana Institutional Area, Jaipur-302004 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Mr. Naresh Kumawat</li> <li>Designation: Technical Head</li> <li>Address: 7-A, Jhalana Institutional Area, Jaipur-302004 (Rajasthan)</li> <li>Email: <a href="mailto:nareshk@rkcl.in">nareshk@rkcl.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	Supply, Installation, Commissioning and Maintenance of Uncompressed 50 Mbps Dedicated 1:1 Leased Line Internet Bandwidth at RKCL
<b>Bid Procedure</b>	Single-stage: Two part (envelop) open competitive bid procedure from direct Internet Service Providers having office at Jaipur
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)-L1
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://www.rkcl.in">www.rkcl.in</a></li> <li>Bidding document fee: Rs. 1000 (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "RKCL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	Rs. 9,50,000/- (Rs. Nine Lakh Fifty Thousand Only)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): 19,000/- (In favour of "RKCL")</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "Managing Director, RKCL" payable at "Jaipur"</li> </ul>
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	<p>Start Date: 13<sup>th</sup> Oct 2017</p> <p>End Date: 25<sup>th</sup> Oct 2017 Upto 3 P M</p>
<b>Date/ Time/ Place of Pre-bid Meeting</b>	<ul style="list-style-type: none"> <li>Date/ Time: 17<sup>th</sup> Oct 2017 3 P M</li> <li>Place: RKCL, 7-A, Jhalana Institutional Area, Behind RTO, Jaipur</li> <li>Last date of submitting clarifications requests by the bidder: 16<sup>th</sup> Oct 2017</li> <li>Response to clarifications by procuring entity: 18<sup>th</sup> Oct 2017</li> </ul>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: By hand delivery, by courier or by post</li> <li>End Date: 25<sup>th</sup> Oct 2017 Up to 3 P M</li> </ul>



<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	From 10 AM onwards on 16 <sup>th</sup> Oct 2017 and up to 3 PM on 25 <sup>th</sup> Oct 2017
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: 25<sup>th</sup> Oct 2017</li> <li>• Time: 5 PM</li> <li>• Place: RKCL, 7-A, Jhalana Institutional Area, Jaipur-302004 (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	90 days from the bid submission deadline
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>2) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</li> <li>3) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>4) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	

Managing Director  
RKCL

**2. PROFILE & BACKGROUND INFORMATION**

Rajasthan Knowledge Corporation Limited (RKCL) is a Public Limited Company established in Rajasthan as a joint venture of Government of Rajasthan; Maharashtra Knowledge Corporation Limited (MKCL), Pune; University of Rajasthan, Jaipur; Maharana Pratap University of Agriculture and Technology, Udaipur; Vardhaman Mahaveer Open University, Kota; Rajcomp Info Services Ltd. And Centre for e-Governance. Today RKCL has a franchise network of approximately 6,500 centres (IT Gyan Kendras) across the state. RKCL’s basic mission is to bridge digital divide, bring the common people closer to ethos and opportunities of knowledge society and knowledge-led economy and with a view to bring the real fruits of IT to the masses for survival, development and empowerment. Currently, we are providing quality vocational computer-related education to the masses. The education is being provided in a blended learning mode, in a very structured and evidence-based environment.

RKCL is currently operating on a dedicated Bandwidth from BSNL to support its Network, Office, systems and Applications. To introduce redundancy RKCL envisages to procure additional dedicated internet bandwidth ((Fully Fibre Optic + RF) from another service provider / operator.

The contract, as a result of this RFP, shall be for a period of 3 year originally. If found appropriate, RKCL may extend the contract for one additional year on mutual agreed terms & conditions.

**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	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>LLP (Limited Liability Partnership)</p>	<p>- Copy of valid Registration Certificates or Self Declaration</p> <p>- Copy of Certificates of incorporation</p> <p>- Copy of Registered Partnership deed</p> <p>- Copy of LLP Agreement</p>
		<b>In all categories the firm should be in existence for not less than 5 years as on 31.3.2017</b>	- Copy certifying existence of the Company

S. No.	Basic Requirement	Specific Requirements	Documents Required
2	Financial: Annual Turnover	Annual Turnover of the bidder during each of the last three financial years, i.e., from 01/04/2014 to 31/03/2017 (as per the last audited balance sheets), should be at least INR 50,00,000/- i.e. Rs. Fifty Lacs.	Audited Financial Statements or CA Certificate with CA's Registration Number/ Seal specifically mentioning Annual turnover
3	Financial: Net Worth	The net worth of the bidder should be Positive for last three consecutive financial years ending 31 <sup>st</sup> March 2017.	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability & Support System	<p>Bidder should be a valid and licensed Service Provider for sale, support and services of the internet leased line in Rajasthan and should have office in Jaipur.</p> <p><b>AND</b></p> <p>The bidder must have successfully completed supply, installation and commissioning of Internet Bandwidth for at least at least 2 projects (Any State Govt. / Central Govt. / PSU / Corporation / Company / Institution etc.) with 100 Mbps bandwidth in each, in Rajasthan State.</p> <p><b>AND</b></p> <p>The Bidder should have a Toll free No. and 24x7 helpdesk for registering the complaint</p>	<p>Copy(s) of relevant Certificate(s) &amp; Proof of office address</p> <p>Copy of purchase order / Installation report / Work completion certificate</p> <p>Proof of Toll free number</p>
5	Certifications	<p>The ISP / Service Provider / Operator must possess, at the time of bidding, a Valid <b>Class "A"</b> License from DOT</p> <p><b>AND</b></p> <p>NLD License valid for next 5 years from date of submission of bid</p> <p><b>AND</b></p> <p>ISO 9001 and ISO 27001 Certificate issued at least 1 year prior from date of submission of bid</p>	<p>Copy of the License</p> <p>Copy of Certificate</p> <p>Copy of Certificate</p>
6	Tax registration	The bidder should have a registered number of i. Good and Service Tax / GSTN ii. Income Tax / PAN	Copies of relevant certificates of registration
7	Mandatory Undertaking	<p>Bidder should: -</p> <p>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</p>	A Self Certified letter as per Annexure-5: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement 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.	

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- a. the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
  - b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

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

RKCL is currently having 100 Mbps Internet Leased Line Connection from Bharat Sanchar Nigam Limited (BSNL) and is looking for Secondary Internet Leased Line Connection ((Fully Fibre Optic + RF) from some other Service Provider Only. Accordingly, RKCL invites sealed quotations for Secondary/Backup 50 Mbps Internet Leased Line Connection (1:1 Uncompressed and Unshared) from Service Providers / Operators / ISP.

##### **1) Details of Scope of Work**

###### **a) Supply of Leased line - The Successful bidder shall**

- i. Supply uncompressed 50 Mbps dedicated (1:1) leased line Internet bandwidth with dual connectivity (Wired and Wireless) for RKCL on fast Ethernet port. The bidder shall be responsible for providing Internet services on End-to-End basis to make the entire system working to provide sustained Internet bandwidth of not less than 50 Mbps.
- ii. All items required for last mile connectivity shall be responsibility of the service provider. RKCL will get Fast Ethernet connectivity at the end. Till that connectivity whatever equipment/items are required, should be provided by the service provider. That is, the terminal equipment, for providing connectivity between router at RKCL's end and ISP's gateway, shall be bidder's responsibility. The terminal equipment shall be leased to RKCL for the full duration of the contract.
- iii. The SP shall provide at least 8 Public Class A/B/C real static IP addresses (IPv4 and IPv6) to RKCL for exclusive use by RKCL.
- iv. Bidder shall provide 50 Mbps dedicated bandwidth extendable up to 200 Mbps.

###### **b) Installation and Commissioning**

- i. The installation and commissioning of the internet leased line would be at RKCL, 7-A, Jhalana Institutional Area, Behind RTO, Jaipur-302004
- ii. The SP shall obtain installation and commissioning certificate (Sign-Off) for the Implementation of leased line from the nodal/designated officer of RKCL.
- iii. The SP shall obtain all the statutory and regulatory approvals, if required, for the project implementation. However, RKCL may facilitate the same and pay the requisite fee, as applicable, to the concerned authority.
- iv. The SP shall prepare and submit detailed User Acceptance plans (UAT)/ procedures/ formats. After acceptance of UAT reports by RKCL, the entire infrastructure would be deemed to have been commissioned. All the costs towards testing & commissioning to be borne by the successful bidder.
- v. The SP shall supply, install & configure all requisite hardware (like Screws, clamps, fasteners, ties, anchors, supports, grounding strips, wires, fibre termination kits, converters, etc.) required for completing installation at no extra cost to the purchaser.
- vi. Ethernet output will be provided to RKCL by Service Provider.

###### **c) Operation and Maintenance :**

- i. The SP shall provide 24x7x365 internet service at RKCL. The operation and maintenance of the leased lines shall be onsite and on end-to-end basis.
- ii. The SP will have to undertake end-to-end guaranteed responsibility with 99.5% uptime on quarterly basis. The SP should guarantee average backbone network packet delivery  $\geq 99\%$ . The packet loss would be calculated by taking an average over a period of 1 month.
- iii. The bidder will provide RKCL with a web portal/Software Tool/ Method to measure and monitor

the Internet Bandwidth and its latency provided by the bidder. This software should include a graph based report of latency over a time period.

- iv. Telephonic/on-site support by the service provider shall be made available to RKCL within maximum half hour after registering a support request.
- v. On-site support will be available to RKCL within four hours, if the problem is at site and remains unsolved after telephonic support by the Service Provider’s representative. Mean time to resolve the problem should be 4 -6 hours
- vi. The vendor shall provide escalation matrix and compliant registration process at the time of initiating the contract / agreement with RKCL.

**2) Roles & Responsibilities of RKCL**

- i. Providing the requisite space & power to the SP at RKCL and allowing him for installation of equipment & related accessories including civil/electric work, cabling/casing etc. for the commissioning of the leased link.
- ii. Performing AT with SP’s assistance leading to the commissioning of the leased line.
- iii. Ensuring the regular power supply to all the SP’s equipment at RKCL for maximum uptime/ accessibility of the established leased line.
- iv. Timely reporting problems/ fault/ issues in leased line, if any, to SP’s Helpdesk and allowing SP’s technical support person to access the installation site (RKCL) to diagnose & resolve the problem.
- v. Monitoring the SLA and making payments to the SP accordingly.

**3) Project Deliverables, Milestones & Time Schedule**

The successful bidder should provide proper technical documentations of all components and all the installation, commissioning procedures and configurations parameters within 30 days of the commissioning & integration of equipment’s with Rajasthan Knowledge Corporation Limited, if so required by the authority. Also the successful bidder is expected to carry out all ground work for Supply, Installation, testing and commissioning of Internet leased line with RKCL and other stakeholders of the project. These reports or deliverables are to be submitted timely by the supplier to the purchaser to ensure the timely and smooth execution of project. Certain key deliverables are identified for each of the parts/stages, which are mentioned hereunder. However, bidder should take approval of templates of all the reports from RKCL before submission of deliverable to purchaser.

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

- i. The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the SI shall arrange supplies and provide the required services within the specified period.
- ii. It should be noted that any delay in the project timelines shall attract Liquidated Damages (LD) to the SI as per the details mentioned in subsequent sections of this bidding document.

**Deliverable linked to Project Activity**

S. No.	Project Activity/Scope of Work	Milestone	Deliverables	Frequency	Timelines (from date of issue of work order)
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S. No.	Project Activity/Scope of Work	Milestone	Deliverables	Frequency	Timelines (from date of issue of work order)
1	Installation and commissioning	Testing and commissioning	Submission of Installation Reports and report of Acceptance Testing (AT) of Delivery by RKCL	One Time	45 Days
2	Operationalization, Support and maintenance	Operations, Support and maintenance Services	Deliverable (duly verified by the RKCL):		1 Year from date of Commissioning
			Status of leased line-calls logged and resolved	Quarterly	
			Formal root cause analysis report, including: <ul style="list-style-type: none"> <li>• Explanation of the root cause</li> <li>• Actions taken to resolve the problem</li> <li>• Action plan to prevent re-occurrence</li> </ul>	Within 7 days from date of demand raised to the SP	
			MTTR Report	Quarterly	
			Uptime Report		
Latency Report					

## **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) The bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- b) The bid shall be typed or written in ink and it's all the pages shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorisation shall consist of a written confirmation as per "Annexure-4: Certificate of Conformity/ No-Deviation" of the bidding document and shall be attached to the technical bid.
- c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

**5) Sealing and Marking of Bids**

- a) Bidders may submit their bids by post or by hand delivery in one large single envelope.
- b) The inner and outer envelopes shall: -
  - a. bear the name and complete address along with telephone/ mobile number of bidder;
  - b. bear complete address of the procuring entity with telephone number, if any;
  - c. bear the specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and
  - d. bear a warning not to be opened before the time and date for bid opening, in accordance with the NIB.
- c) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- d) A Single stage-Two part/ envelope system shall be followed where: -
  - a. Technical Bid, including fee details and all the eligibility documents, should be enclosed in one sealed envelope
  - b. Financial Bid should be enclosed in second sealed envelope
  - c. The envelopes containing the technical and financial bid shall then be enclosed in one large single outer envelope.
- e) The technical bid, including all the eligibility documents, shall consist of the following documents:

S. No.	Documents Type	Document Format
1.	Covering Letter-Technical Bid	On bidder's letter head duly signed by authorized signatory
<b>Fee Details</b>		
2.	Bidding document Fee (Tender Fee)	Proof of submission
3.	Bid Security	Instrument/ Proof of submission
<b>Eligibility Documents</b>		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-2
5.	All the documents mentioned in the "Eligibility	As per the format mentioned

	Criteria”, in support of the eligibility	against the respective eligibility criteria clause
<b>Technical Documents</b>		
6.	Certificate of Conformity/ No Deviation	As per Annexure-6
7.	Declaration by Bidders	As per Annexure-3
8.	Technical specifications compliance sheet	As per Annexure-1

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-6
2.	Financial Bid - Format	As per Annexure-6

**6) Cost & Language of Bidding**

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

**7) Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid.

**8) Bid Security**

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker’s cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
  - f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
  - g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
  - h) 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.
  - i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
  - j) No interest shall be payable on the bid security.
  - k) 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.
  - l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
    - a. the expiry of validity of bid security;
    - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
    - c. the cancellation of the procurement process; or
    - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 9) **Deadline for the submission of Bids**
- a) Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place 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.

**10) Late Bids**

- a) The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
- b) Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the bidder by registered post.

**11) Receipt and Custody of Bids**

- a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.
- b) The person authorised to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.
- c) All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving person.
- d) The received bids shall be kept in safe custody in lock and key by the person authorised to receive the bids.
- e) The location of bid box shall be such as to facilitate easy access to bidders. The bid box shall have two sealed locks. The key of one of the locks shall remain with the procuring entity and the key of the other lock shall be with the person authorised to receive the bids.
- f) Bids received by the authorised person on or before the time and date fixed for receipt of bids shall be entered in bids receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of bids received up to the last time and date for submission of bids.
- g) The record of bids received late through post shall be entered in bids receipt register after closing the register as per (f) above.
- h) Bids received by telegram or given on form other than the prescribed form shall not be considered.

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

- a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be:
  - i. submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
  - ii. received by the procuring entity prior to the deadline prescribed for submission of bids.
- b) Bids requested to be withdrawn shall be returned unopened to the Bidders.
- c) No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

**13) Opening of Bids**

- a) The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the bidders or their authorised representatives, who choose to be present.
- b) The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of bids opening committee and obtain its signature in the bids receipt register.
- c) The bid opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- d) The bids shall be opened by the bids opening committee in the presence of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- e) The bid opening 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 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.
- f) First, envelopes marked as "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and readout and recorded in bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened. Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at bid opening. Envelopes marked as "MODIFICATION" shall be opened thereafter, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- g) All other envelopes shall be opened one at a time and the following details shall be read out and recorded: -
  - a. the name of the bidder and whether there is a substitution or modification;
  - b. the bid prices (per lot if applicable);
  - c. the bid security, if required; and
  - d. any other details as the committee may consider appropriate.

After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids

shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/corrections/additions/ over-writings shall be initialled legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

- h) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee (if any) or user charges and bid security.
- i) The bid opening committee shall prepare a record of the bid opening that shall include the name of the bidder and whether there is a withdrawal, substitution, or modification, the bid price, per lot (if applicable), any discounts and alternative offers (if they were permitted), any conditions put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the committee shall also sign the record with date.
- j) In case of single stage: two part/ envelope bids, only outer envelopes and envelopes marked as "Technical Bid" shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as "Financial Bid" shall be kept intact and safe and shall be opened of only those bidders who qualify in the evaluation of their Technical Bids in the manner as mentioned in (c) to (j) above, on the date and time to be intimated to those bidders.
- k) In case, during Technical bid opening, the Financial bid is also found in the Technical Bid envelope, then the bid opening committee, in the presence of bidders, shall seal the financial bid in a separate envelope.

#### 14) Selection Method:

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

#### 15) 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.

#### 16) Evaluation & Tabulation of Technical Bids

##### a) Preliminary Examination of Bids

The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been sealed as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;
- d. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- e. bid is unconditional and the bidder has agreed to give the required performance security; and
- f. other conditions, as specified in the bidding document are fulfilled.

**b) 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.

**c) 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.

**d) Technical Evaluation Criteria**

Bids shall be evaluated based on the compliance of the documents submitted in technical bid.

**e) 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.
- f) 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.
- g) 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.

**17) 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) the financial Bids of the bidders who qualified in technical evaluation shall be opened 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, marking and signing of the financial Bids shall be as prescribed in (5) above.
- 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.
- 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.

**18) 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.

#### 19) **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.

#### 20) **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 letter or e-mail. 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.

#### 21) **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.

## 22) 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 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.

## 23) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

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

**24) 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.

**25) 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.

**26) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance

- security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 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: -
    - a. Bank Draft or Banker's Cheque of a scheduled bank;
    - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
    - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
    - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
  - d) Performance security furnished in the form specified in clause [b.] to [e.] 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:-
    - a. When any terms and condition of the contract is breached.
    - b. When the bidder fails to make complete supply satisfactorily.
    - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
  - f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
  - g) No interest shall be payable on the PSD.

## 27) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for

acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

## 28) 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.

## 29) 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 whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - 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.

**30) 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.

**31) 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.

### 32) 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 7 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: Managing Director, RKCL  
Second Appellate Authority: Chairman, RKCL
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
  - 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.

### 33) 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.

### 34) 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.

### 35) Offences 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.

### 36) 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.

### 37) 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.

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

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

### **Definitions**

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

### **1) Contract Documents**

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

## **2) Interpretation**

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

## **3) Language**

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

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

- a) No Joint venture, consortium or association is allowed to bid in this case.

## **5) Notices**

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

## **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) Delivery & Installation**

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

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

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

#### **8) 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.

#### **9) 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.

#### **10) 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.

#### **11) 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 RKCL.
- 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.

#### **12) Taxes & Duties**

- a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/paid by RKCL 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.

### **13) 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 Selected bidder, 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.

### **14) 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 RKCL;
  - 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.

### **15) Transportation**

- a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any

loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

#### **16) Testing charges**

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

#### **17) Rejection**

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of RKCL work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

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

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

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. \*The percentage refers to the payment due for the associated works/ goods/ service.

## 19) 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.

## **20) 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 RKCL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RKCL, 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 RKCL, the RKCL may take the case with the supplier/ selected bidder on similar lines.

## **21) 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.

## **22) Termination**

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

- i. The tender sanctioning authority of RKCL 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 RKCL; 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 RKCL 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**

RKCL 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 RKCL.

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

- i. RKCL, 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.

## **23) Exit Management**

### **a) Preamble**

- i. The word 'parties' include the procuring entity and the selected bidder.

- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
  - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
  - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RKCL 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 RKCL as desired by the procuring entity during the exit management period.
  - iii. RKCL 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 RKCL 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 RKCL 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 RKCL or its nominated agencies.
    - b. All title of the assets to be transferred to RKCL 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 RKCL.
    - d. That the products and technology delivered to RKCL 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 RKCL. Supplied hardware, software & documents etc., used by selected bidder for RKCL shall be the legal properties of RKCL.
- c) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow RKCL 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 RKCL 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. RKCL 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 RKCL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RKCL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data
- The selected bidder will promptly on the commencement of the exit management period supply to RKCL 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 RKCL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RKCL 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 RKCL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RKCL 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 RKCL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RKCL 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 RKCL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RKCL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
  - i. The selected bidder shall provide RKCL 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 RKCL 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 RKCL 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 RKCL 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.

#### **24) Settlement of Disputes**

- a) General: If any dispute arises between the supplier/ selected bidder and RKCL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: (RKCL)

- Managing Director, RKCL : Chairman
- Technical Head, RKCL : Member
- Chief Finance Officer : Member

- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RKCL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RKCL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RKCL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RKCL for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

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

**1) Payment Terms and Schedule**

- a) No advance payment will be made
- b) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

<b>Milestone</b>	<b>Deliverable (Reports/ Documents &amp; Infra)</b>	<b>Payment Terms</b>	<b>Payment Schedule</b>
On successful delivery, installation, commissioning	Submission of Installation Reports and report of Acceptance Testing (AT) of Delivery by RKCL	Bill for one time payment, if any, shall be raised by successful bidder and be submitted to RKCL along with related documents	Along with 1st Quarter Advance payment of recurring charges; subject to timely submission bills
On Operationalization of internet leased line as per specification mentioned in the tender.	Quarterly Reports submission: i. Quarterly Status of leased line- calls logged and resolved ii. Root Cause Analysis Report (whenever desired) iii. MTTR report iv. Uptime report v. Latency report	Bill for Quarterly recurring charges (contract duration recurring charges will be equally split in quarterly recurring charges) along with all required reports / documents; payment shall be raised by successful bidder at the end of each quarter	Quarterly Advance; at the start of the quarter on submission of bills

- c) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- d) Due payments shall be made promptly by the purchaser, generally within thirty (30) 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) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- i) 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.
- j) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

**2) Service Level Standards/ Requirements/ Agreement**

A Service Level Agreement (SLA) has to be signed between RKCL and Service Provider wherein the penalty clause for the whole link (end-to-end), as given below is to be accepted. The SLA should be part of the proposal and in case of any degradation of service at any point during agreement period; the penalty conditions will be invoked.

**A. Network Uptime:**

Service Provider should guarantee average network availability as 99.5% or more per quarter. RKCL should get the 50 Mbps (1:1 uncompressed & unshared) minimum committed bandwidth 99.5% of the time in given quarter.

**B. Both Account Manager and CRM Support:**

- Telephonic/on-site support will be available to Customer within maximum half hour after registering a support request.
- On-site support will be available to RKCL within four hours, if the problem is at SITE and remains unsolved after telephonic support by the Service Provider’s representative.

**C. Damages for non-achievement of SLA Requirement:**

Full internet leased line service charges will be paid for 99.5% uptime or higher and the payment reduces at the rate of 5% for every 1% reduction in uptime. No payment will be made for uptime less than 90%.

S. No.	Uptime of Internet Leased line	Leverage hours per quarter	Penalty leviable % of Charges payable quarterly
1	99% or more	21.6 hours	0%
2	>=98.5% to < 99%	32.4 hours	5%
3	>=97.5% to <98.5%	54 hours	10%
4	>=96.5% to <97.5%	75.6 hours	15%
5	>=95.5% to <96.5%	97.2 hours	20%
6	>=90% to <95.5%	216 hours	25%
7	Less than 90%		100% i.e. no amount payable for the given quarter

For the purpose of payment, the leverage hours shall be calculated proportionately on quarterly basis. (For the purpose of calculation of uptime, the total number of hours during the quarter has been assumed to be 2160 hours).



### 3) Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RKCL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
  - ✓ Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RKCL.
  - ✓ The method of deployment, shipping or packing.
  - ✓ Schedule for Installation Acceptance.
  - ✓ The place of delivery and/or the services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
  - ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RKCL.
  - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
  - ✓ Approval or disapproval of the change request – RKCL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
  - ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
  - ✓ Verification of the change - The change will be verified by RKCL on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of RKCL. In the event that the consent of RKCL is not received then the change will not be carried out.
- e) While approving any change request, if required, RKCL may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RKCL change order which shall not be unreasonably withheld or delayed.

**ANNEXURE-1: TECHNICAL SPECIFICATIONS**

*Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.*

The purchase authority would utilize the required bandwidth to be made available uninterrupted for 24x7x365 basis on fibre optic for running various common network services such as hosting website, Internet access, webmail etc. The termination of the last mile connection is to be made in TERMINATION LOCATION on the “Ethernet port” of router (available at RKCL). If any earthwork is involved inside the premises, it will be done by the VENDOR in coordination with the authorized persons of the RKCL.

The Technical requirements compliance chart with terms and conditions is given below:-

S. No.	Category	Description	Compliance (Yes/No)	Deviations/ Remarks, to be indicated in unambiguous terms
1	Link Bandwidth/ technology	A 50 Mbps uncompressed symmetric Internet Bandwidth on 1:1 basis till ISP International Gateway with dedicated (uncompressed and unshared) fully fiber optic with assured bandwidth of 50 Mbps on end-to-end turnkey basis.		
2	Link Bandwidth/ technology	Traffic should be routed to secondary International Gateway once the primary fails.		
3	Last Mile connectivity	RKCL will get <b>Fast-Ethernet connectivity at the end</b> . Till that connectivity whatever equipment are required, those will be fully included in the BIDDER’s responsibility for the BID. That is, the terminal equipment, for providing connectivity between router at RKCL’s end and ISP’s gateway, shall be bidder’s responsibility. The terminal equipment shall be LEASED to CUSTOMER for the full duration of the contract. The last mile connectivity up to RKCL premises should not be by third party.		
4	End-to-end Service Requirement	The bidder shall be responsible for providing Internet services on End-to-End basis to make the entire system		

S. No.	Category	Description	Compliance (Yes/No)	Deviations/ Remarks, to be indicated in unambiguous terms
		<p>working to provide sustained Internet bandwidth of not less than 50 Mbps. All the cost (if any) should be included in this BID.</p> <p>Implying that providing, installation &amp; configuration of all hardware and software required for implementation of services shall be sole responsibility of the bidder, up to the Ethernet point provided to the RKCL. Likewise, the operation and maintenance of the service shall also be on end-to-end basis.</p>		
5	IP Addresses	The bidder shall provide 32 Public Class A/ B/C real static IP addresses (IPv4 & IPV6) to RKCL for exclusive use by RKCL. Bidder will provide DNS services (if so required by RKCL) including reverse lookup on its own or via third party. DNS services configuration including reverse look up for each static IP addresses, as and when required, will be included.		
6	Usage	The ISP shall provide internet services for 24x7x365 days.		
7	Details of Submission	Complete detail of service provisioning including offered bandwidth, compression type (if any), termination details etc. are to be clearly provided		
8	Details of Submission	Service Provider should provide details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable i.e. Network Diagrams of connectivity from Customer's Premises till ISP's Local POP (Point of Presence) and ISP's POP to ISP's International Gateway, so that CUSTOMER can be assured of the claimed redundancy.		
9	Service Level	The Service Provider must undertake end-to-end guaranteed responsibility		

S. No.	Category	Description	Compliance (Yes/No)	Deviations/ Remarks, to be indicated in unambiguous terms
		with 99% uptime on quarterly basis		
10	Service Level	A Service Level Agreement (SLA) has to be signed between RKCL and Service Provider wherein the penalty clause for the whole link (end-to-end), as given in SLA is to be accepted. The SLA should be part of the proposal and in case of any degradation of service at any point during agreement period, the penalty conditions will be invoked as per SLA.		
11	Network Usage Report Software	<p>The Service Provider will provide RKCL with a web portal/Software Tool/ Method to measure and monitor the Internet Bandwidth and its latency provided by the bidder. The Software tool and its cost (if any) should be included in the BID. This software should include a graph based report of latency over a time period.</p> <p>The Service Provider has to provide following web-based reports for network usage online and printable on Hourly/Daily/Weekly/Monthly basis. It will ensure that RKCL is getting 50 Mbps (1:1) Bandwidth:-</p> <ul style="list-style-type: none"> <li>(i) Bandwidth Usage Reports.</li> <li>(ii) Network Bandwidth Availability, for both upload and download links data transaction.</li> <li>(iii) Network Latency Report.</li> </ul> <p>The Service Provider shall allocate to RKCL one User ID &amp; Password for web access to monitor RKCL's internet link in real time, from the ISP's NOC.</p> <p>The bidder shall supply the Network Performance Monitoring System, as acceptable to RKCL, at no extra cost to RKCL outside the BID.</p>		
12	Maintenance	The frequency of scheduled maintenance shall be kept monthly by		

S. No.	Category	Description	Compliance (Yes/No)	Deviations/ Remarks, to be indicated in unambiguous terms
		the service provider. The downtime during schedule maintenance shall not exceed 3 hours during non-business hours i.e. 11:30 PM to 2:30 AM.		
13	Training	<p>(A) The bidder shall provide training to min. 3 RKCL personnel at least for 1 day at his own cost at RKCL premises:-</p> <ul style="list-style-type: none"> <li>• Configuration of internet link and end terminal equipment;</li> <li>• Local and Remote Loop back checks;</li> <li>• Performance Monitoring Tools.</li> </ul> <p>(B) The Service Provider shall show the functioning and monitoring of RKCL's link and a brief overview of overall Service Provider's infrastructure, including NOC (Network Operations Center), SOC (Security Operations Center) and Datacenter etc.</p>		
14	Bandwidth on Demand and Last Mile	On Pick Usage time ISP will Increase Bandwidth Capacity 25% Extra without any Additional Cost for 3 times in a Month. (Bandwidth on Demand) Last mile at RKCL should be on Fiber and same link should be protected from RF.		

Note: All the supplied Hardware/ Software should be Interoperable, IPv6 ready and in compliance with the policies/ guidelines issued by DIT, GoI in this regard. Also, the bidder is to quote/ propose only one make/ model against the respective item.

All the equipment to be hosted at RKCL should be rack mountable and the selected bidder shall have to mount the equipment in Rack(s) with required accessories/ cables/ screws etc. All the supplied Hardware/ Software should be IPv6 ready.

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

To,

{Procuring entity},

\_\_\_\_\_  
\_\_\_\_\_

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

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

To,

{Procuring entity},

\_\_\_\_\_

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

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

To,

{Procuring Entity},

\_\_\_\_\_

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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



**ANNEXURE-5: DECLARATION BY BIDDER {to signed by selected bidder}**

I/ We declare that I am/we are Direct Internet Service Provider having office at Jaipur in the goods/equipments/services for which I/ We have quoted.

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT**

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

To,

{Procuring Entity},

\_\_\_\_\_

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:

**Financial Bid Format**

Uncompressed 50 Mbps dedicated symmetric Internet Bandwidth (1:1) Connectivity through Leased Line (Fully Fibre Optic + RF) with 50 Mbps Internet Leased Line Connectivity

<b>Name of Procuring Entity</b>		<b>Rajasthan Knowledge Corporation Limited</b>
<b>Name and address of Service Provider</b>		
<b>S. No.</b>	<b>Particulars</b>	<b>Price excluding taxes</b>
A	One time Registration Charges including Installation, Testing, Commissioning and System implementation Charges, Local Loop Registration Charges and Network Performance Monitoring Software	
B	Annual Internet Leased Line Charges (Price is to be quoted for 1 year only)	
C	<b>Grand Total [(A)+(B)] (Bid Value)</b>	
<b>Total Amount in Words</b>		<b>Rupees</b>

**Note:-**

1. Indicate NA, if any section (in this format) is not applicable.
2. Rates will be valid for entire contract period that is for 3 years.
3. GST shall be paid Separately at prevailing rates at the time of billing. TDS shall be deducted as per Rules
4. Rates for any additional/optional features to be mentioned clearly and separately.
5. The rates quoted are FOR destination and should be in Indian rupees. Price should be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.
6. ANY INCREASE IN BANDWIDTH NEEDED WOULD BE ON PRO-RATA BASIS. However, RKCL shall place the order for required additional bandwidth as and when required by giving a written request to the Tenderer.

**Place:****Date:****Signature of Authorized Person & Seal**

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

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Rajasthan Knowledge Corporation Limited (RKCL), having its head office at 7-A, Jhalana Institutional Area, Jaipur-302004, Rajasthan (herein after referred to as Purchaser/RKCL) 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 RKCL 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 RKCL 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 RKCL 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 RKCL 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. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

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

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2017

Signed By:	Signed By:
( ) Designation:, Company:	( ) Managing Director, RKCL

<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation: Rajasthan Knowledge Corporation Limited
( ) Designation: Company:	( ) Designation: Rajasthan Knowledge Corporation Limited

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

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

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

1. Particulars of appellant:
  - a. Name of the appellant: <please specify>
  - b. Official address, if any: <please specify>
  - c. Residential address: <please specify>
  
2. Name and address of the respondent(s):
  - a. <please specify>
  - b. <please specify>
  - c. <please specify>
  
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
  
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
  
5. Number of affidavits and documents enclosed with the appeal: <please specify>
  
6. Grounds of appeal (supported by an affidavit): <please specify>
  
7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature