



**SHORT EXPRESSION OF INTEREST (EOI)
FOR
SELECTION
OF
SYSTEMS INTEGRATOR FOR SUPPLY, INSTALLATION, TESTING,
COMMISSIONING AND OPERATIONS OF ICT LAB IN 3213 GOVT.
SCHOOLS IN RAJASTHAN**

EOI Enquiry No.: ITI/NAINI/BD/RCSCE/ICT/01

Dated: 27th, January, 2025

**Chief Manager- P & BD
ITI Limited, Naini
Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA,
Ph: 6307182604/9450605406
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Website: <http://www.itiltd.in>**



ITI LIMITED

(A Government of India Undertaking)

Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA

Short Expression of Interest (EOI)

EOI Enquiry No.: ITI/NAINI/BD/RCSCE/ICT/01

Dated: 27th, January, 2025

ITI Limited invites Expression of Interest (EOI) for Selection of Systems Integrator for Supply, Installation, Testing, Commissioning & Operations of ICT Lab in 3213 Govt. Schools in Rajasthan.

Scope of Work	Selection of Systems Integrator for Supply, Installation, Testing, Commissioning & Operations of ICT Lab in 3213 Govt. Schools in Rajasthan.
Expected Qty. (Nos)	3213 Government Schools
Estimated Value (Rs)	INR 359.87 Crores
Bidding document fee (Rs)	5,000/- To be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
RISL Processing fee (Rs)	2,500/- To be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
Earnest Money Deposit (Rs)	@2% of the Estimated value To be paid through Banker's Cheque or Demand Draft or Bank Guarantee

Interested parties may view and download the document containing the detailed terms & conditions, free of cost from the websites: - www.eprocure.gov.in and <http://www.itiltd.in>.

For ITI LIMITED
Chief Manager- P & BD

Important dates

Date of Issue/Publishing	27/01/2025 (17:00 Hrs)
Last date of receipt of Clarification	04/02/2025 (17:00 Hrs)
Last Date and Time for Submission of Bid	14/02/2025 (17:00 Hrs)
Date and Time of Opening of Technical Bid	15/02/2025 (10:00 Hrs)
Date and Time of Opening of Financial Bid	15/02/2025 (16:00 Hrs)

In case of any clarifications on this notification and technical requirement, please contact -

Asst. Manager – Business Development

ITI Limited, Naini

Mirzapur Road, Naini,

Prayagraj – 211010 (UP) INDIA,

Ph: 6394793179

Email: pradeep_nni@itiltd.co.in

Website: <http://www.itiltd.in>

INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunication, Ministry of Communication and IT, is a leading telecom equipment manufacturer and total solution provider in India. ITI has diversified in to solar project business and has established state of the art solar module manufacturing line of capacity 18 MWp per annum. IT Limited is an ISO 9001, ISO 14001 and ISO 18001 certified manufacturing unit. Presently major customers of ITI are BBNL, BSNL, MTNL, defense, paramilitary forces and railways. The company has executed various turnkey orders such as Bharat-Net, Telecom Towers, UP Police headquarters.

Objective/Purpose

The purpose of this Short Expression of Interest is for Selection of Systems Integrator for Supply, Installation, Testing, Commissioning & Operations of ICT Lab in 3213 Govt. Schools in Rajasthan to enable ITI's participation in the customer tender as mentioned below-

End Customer Detail:

Name: Rajasthan Council of School Education (RCScE)

Address: S. Radha Krishanan Shiksha Sankul, 5th Block, 2nd Floor, JLN Marg, Jaipur

Ph.: 0141-2700366, 2715590,2715550

Scope: Supply, Installation, Testing, Commissioning & Operations of ICT Lab in 3213 Govt. Schools. The details of end customer tender are-

- | | |
|-------------------------------------|------------------------------------|
| 1. Tender No. | : 24/2024-25 |
| 2. EMD | : @2% of the Estimated value |
| 3. Performance Bank Guarantee (PBG) | : As per attached tender documents |

The successful bidder/s selected through this EOI will sign agreement & Pre- contract Integrity Pact with ITI. ITI will submit its proposal to customer based on the techno-commercial proposal obtained from the successful bidder.

Scope of work

The Scope of work will be as per the end customer tender and any other corrigendum/ addendum / other documents & instructions issued from the end customer from time to time in this regard. The details of the customer tender for which the Expression of Interest is being called is enclosed along with this inquiry.

Earnest Money Deposit (EMD)

The EMD amount will be as per the customer tender requirement. The EMD shall be submitted by the bidder on back-to-back basis along with the bid. No interest shall be payable on the EMD. Photocopy of EMD must be submitted separately. The validity of EMD shall be for a period of one year from the Bid Deadline. The EMD amount of successful bidder may be converted to Security Deposit at the time of placement of Purchase Order. EMD must be submitted through Demand Draft/Bank Guarantee favoring ITI Limited. The DD/Bank Guarantee must be in favor of "ITI Limited, Naini", payable at Prayagraj.

The details of ITI's bank account for EMD & Processing Fee amount are as below:

- Beneficiary Name : ITI Limited, Naini
- Account Number/IBAN : 43069550659
- IFSC Code : SBIN0003486
- Beneficiary Bank Name : State Bank of India
- Beneficiary Bank Address : ITI Complex, Naini, Mirzapur Road,
Naini, Prayagraj – 211010 (UP) INDIA

Performance Security

The successful bidder who will be selected, shall give a Performance Security (as per the timeline mentioned in the end customer tender) for a period as per end customer tender for the percentage of the bidder order value or fixed amount on pro rata basis as per bidder order value shall be deposited in shape of Demand Draft or Bank Guarantee and shall be returned after the performance warranty period is over. The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of agreement. The Bank Guarantee should be enforceable and payable at the place mentioned in the EOI. No interest will be accrued on the Performance security amount.

Taxes & Duties: Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder. Taxes rate and nature will be on back-to-back basis.

EOI Type: Two Bid System

Bids are to be submitted in two parts namely:

- (1) Technical Bid and
- (2) Financial Bid.

Both technical and financial bids must be submitted in separate envelopes and clearly marked on each envelope as “Technical Bid” and “Financial Bid” respectively. Thereafter, both the envelopes containing technical & financial bid should be put into a separate envelope which should be super scribed as “Bids for EOI No: EOI Enquiry No.: ITI/NAINI/BD/RCSCE/ICT/01; dated: 27th, January, 2025”.

The financial bids of only those bidders will be opened who are technically qualified.

ELIGIBILITY CONDITIONS

Bidder shall fulfill following Minimum Eligibility Conditions: -

1. The bidder should be a company incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto or Partnership firm registered under Indian Partnership Act, 1932 and subsequent amendments thereto or an entity registered under LLP Act 2008 and subsequent amendments thereto.
2. Consortium/Joint-Venture in any form will not be allowed.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

Experience

1. The agency should have been in the IT/ICT/ITeS sector for at least 03 Years.
2. The agency should have experience in executing at least two projects in the IT/ICT/ITeS sector during the last three years for Central/State Government, PSU, Co-operative, or Autonomous bodies, with project values not less than ₹5 crores.
3. The agency should possess the essential infrastructure, facilities and technical expertise and should have on its payroll at least 100 employees.
4. The agency should have experience of successfully handing government/Co-operative/PSU domain.

Overall Average Annual Turnover

1. Bidder(s) should have **Positive (+ve)** Net worth at the close of the preceding financial year. (Auditor's certificate shall be submitted for the same).

2. Bidder should have Minimum Average Annual Turnover (MAAT) of **Rs. 10.0 Cr.** in last 3 financial years.

(The bidder should submit Audited Financial Statement for last 3 years to this effect).

Turnover of Group of company will not be considered for evaluation (A summarized sheet of average turnover, certified by registered CA should be compulsorily enclosed).

3. The Bidder should have valid GSTIN registration certificate. A copy of which should be enclosed.

Note: Bidder will have to submit an undertaking on its letter head issued by the CA/Managing Director/Director of the company that it is financially meeting the Eligibility criteria as mentioned as above.

Payment terms and Delivery Schedule:

- Payment will be made on back-to-back basis after realization from end customer. Payment will be generally released to the vendor within 15 days after ITI has received the payment after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user.
- The payment shall be done on the basis of actual Supply/erection of material as certified the end customer.
- No advance payment will be made during the execution of the project.

Guarantee/ Warranty: -

As per attached tender documents of end customer.

Liquidated Damages (LD)

Liquidated Damages shall be levied as per the LD policy of ITI on pro-rata basis.

Training

Training of customer officers/representatives will be the responsibility of the selected Bidders/vendor.

Contractual Period

The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to. Failing which LD will be applicable.

Extension of Contract

Contract will be extended as the customer extend the contract period.

Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

If required extra terms & conditions could be added to the existing terms & condition, it has to be complied by the firms (bidder/L1 party).

In case of contradiction the general terms & conditions will be superseded by the special terms & conditions.

General Conditions

1. All the relevant test certificates of various Components as mentioned in the ITI EOI and customers EOI shall be provided along with the bid.
2. Bidder shall provide Un-priced BOQ, priced BOQ, Drawings and Datasheets of each component of Home Lighting System.
3. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.
4. Bidder should have to submit make/model list with its proposal as per BOQ.
5. The bidder should be an ISO 9001:2015 accredited company.
6. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
7. Bidder should Sign & Stamped on each page of EOI.
8. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the EOI Too" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
9. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
10. Escalation in price (except where price variation clause is applicable), deviation from delivery schedule, terms and conditions will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.
11. Bidder who is Micro & Small Enterprise should enclose copy of valid Certificate of Registration with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India to avail benefits under the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 and its amendments".
12. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
13. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
14. Vendor Profile should be submitted along with the bid.
15. Quotation/offer shall be submitted only through hard copy within the bid submission last date.
16. The bids should be spiral bounded and each page should be serial numbered.
17. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any or all offers at any stage of the process and / or to modify process, or any part

thereof, at any time without assigning reason, any obligation or liability whatsoever.

18. During the evaluation of EoI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EoI to ITI to complete the evaluation.

19. Bidder must submit the signed integrity pact along with the techno commercial bid. (Format Attached at Annexure-B)

Authorized Signatory: All certificates and documents received as part of offer shall be signed by the "Authorized Representative". Power of attorney in the name of person signing the documents is mandatory (On Non-Judicial Stamp paper). (Signing is not mandatory in technical manuals)

Validity of Offer: Quoted/Offer Price shall be valid for 120 days.

Late Offer: Any offer received after the prescribed time line shall be rejected.

Language of offers: the offers submitted by vendor and all the correspondence and documents relating to the offers exchanged by the vendor shall be in English language.

Cost of EOI: The vendor shall bear all cost associated with the preparation & submission of its EOI including cost of presentation for purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process. In this case, submissions of required material as per sample plan of certifying agency is to be arranged & provided free of cost by bidder.

Amendment of EOI: At any time prior to the last date for receipt of offers, ITI may for any reason, whether at its own initiate for in response to a clarification requested by a prospected vendor modified by the EOI document by an amendment. In order to provide prospective vendor reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion extend the last date for the receipt of offers and / or make other changes in the requirements set out in the invitation for EOI.

Disclaimer: ITI and / or its officers employees disclaim all/ any liability from any loss or damage whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts estimates, or projections contained in this documents or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and / or any of its officers, employees.

Following documents are to be submitted by the bidder along with the bid-

1. EMD through demand draft /RTGS/NEFT acknowledgement or copy of BG and proof of dispatch of BG to ITI. In case BG is submitted as EMD, it may be ensured that the original BG is received in ITI before the due date. ITI will not be responsible for any postal delay/damage.
2. Compliances/Approval/registration certificate or any other document required as per eligibility criteria given in the EOI.
3. Signed EOI acceptance letter.
4. Signed Pre-Integrity Pact.

Other Important Terms & Conditions:

1. Only the successful bidder will be informed of being the L1. All the techno commercial terms & payment terms will be on back-to-back basis.
2. ITI shall have the right to appropriate the outstanding amount, if any, recoverable from the vendor/contractor/bidder, under any other contract, from the payment under this contract, to be made by ITI.
3. ITI reserves the right to waive minor deviations and add minor modifications if they do not materially affect the capability of the bidder to perform the contract.
4. All the financial terms like Payment, taxation, LD & other will be on back-to-back basis as per the above cited EOI Terms & conditions received by ITI in its PO/Work Order form the end customer.
5. It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment free of cost.
6. Vendor will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer tender (in case provided by the customer) or will be provided by ITI. In case of conflict between ITI's terms & conditions and the terms & condition as per customer's tender the ITI's terms & conditions prevail over said EOI terms & condition.
7. It will be the sole responsibility of the bidder to provide the following document for ITI's participation in the EOI:
 - a. Technical Proposal content as per the customer tender.
 - b. In case of product demonstration, it will be the bidder's responsibility to arrange the same.

- c. Other needful tender documents as per customer tender.
 - d. It will be the successful bidder's responsibility to arrange all the techno-commercial document for ITI so that ITI may participate in the customer tender.
8. In case Acceptance Test Procedure (ATP) is mentioned in the customer tender or is conducted by the customer at any stage, it will be on back-to-back basis and the ATP test will be conducted as per the customer tender documents or ITI will provide its own ATP procedure.

Additional work may be required to carry out according to the actual site conditions. Any item/Work, which is not specifically mentioned and not paid by customer but necessary for making the system functional, shall be deemed to be included in the scope of the work of the vendor and shall be supplied and installed without any extra cost to ITI.

Award of Contract:

Bidder offering the lowest rate shall be declared as the L1 bidder. The Financial Bid format is enclosed.

Financial Bid Format

S. No.	Description	No. of Schools	Cost per School for 5 Years (incl. of all taxes, GST, CST, levies and other charges) (INR)	Total Project cost (Incl. of all Taxes, GST, CST, Levies and Other charges) (INR)
A	B	C	D	E = C X D
1	Supply, Installation, Testing and Commissioning & operations of ICT Labs of Government Scholls (Non-Recurring) with 5 years onsite Comprehensive Warranty/Maintenance. Project Manager & Training 54(@7.00 Lacs/Lab)	54		
2	Supply, Installation, Testing and Commissioning & operations of ICT Labs of Government Scholls (Non-Recurring) with 5 years onsite Comprehensive Warranty/Maintenance. Project Manager & Training 1220(@6.40 Lacs/Lab)	1220		
3	Supply, Installation, Testing and Commissioning & operations of ICT Labs of Government Scholls (Non-Recurring) with 5 years onsite Comprehensive Warranty/Maintenance. Project Manager & Training 1559(@4.50 Lacs/Lab)	1559		
4	Supply, Installation, Testing and Commissioning & operations of ICT Labs of Government Scholls (Non-Recurring) with 5 years onsite Comprehensive Warranty/Maintenance. Project Manager & Training 380(@2.50 Lacs/Lab)	380		
5	Lab operation resources (1 operator for 2 schools), 2 MBPS Internet connectivity and pay electricity charges as per sub meter, bidder shall have to install an electric sub meter for the ICT lab for 5-year project period	3213		
Sub Total (INR)				
Quoted Rate in words				

Signature of the Bidder :

Name of the Bidder :

Designation :

Stamp of the Company :

Date of Signing of Bid :

Other Terms & Condition: -

1. All the financial terms & conditions will be on back-to-back basis.
2. **Currency of Purchase Order:** ITI will place purchase order on bidder in INR only.
3. **Taxes:** As per the customer tender.
4. ITI will place PO/work Order on successful bidders only if the ITI receives its PO/work order from its customer as mentioned in this EOI.
5. Bidder offering the lowest rate shall be declared as successful (L1) bidder. The decision of competent committee of ITI shall be final in this regard and cannot be challenged in any manner and also be binding on all the bidders.
6. ITI shall issue a work order to the successful bidder (L1) based on the value offered to ITI against the EOI, for the execution of the project/work as per the customer's tender conditions, provided ITI receives the work order from the end customer.

EOI ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Subject: Acceptance of Terms & Conditions of EOI

EOI Reference No: _____

Name of EOI/Work: _____

Dear Sir,

I (Name) ----- have received the EOI reference no----- for mentioned work from the website/email.

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No. __ to____ (including all documents like annexure(s), schedule(s), amendments and reference EOI etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality/entirety.

I hereby unconditionally accept all the EOI conditions of ITI & _____
(Customer Name) EOI document /corrigendum(s) in its totality/ entirety.

In case any provisions of this EOI are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this EOI/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ RFQ. To be signed by the BIDDER and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

TENDER No.....

This Integrity Pact is made onday of2025

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART

AND:

M/s represented by Chief Executive Officer (here in after called the BIDDER(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the IMSP/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, TENDER/contract for.....(name of the Stores / equipment's / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its BIDDER(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the TENDER process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the TENDER and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the TENDER process treat all BIDDER(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential/ additional information through which the BIDDER(s) could obtain an advantage in relation to the TENDER process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE IMSP / CONTRACTOR

2.1 The BIDDER(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the TENDER process and during the execution of the contract.

a. The BIDDER(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract).

b. The BIDDER(s)/contractor(s) will not commit any offence under IPC/PC Act, further the BIDDER(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

c. The BIDDER(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents /representatives in India, if any. Similarly, the BIDDER(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

d. The BIDDER(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. The BIDDER(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.

f. The BIDDER(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the BIDDER(s)/Contractor(s), during TENDER process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify BIDDER(s)/Contractor(s) from the TENDER process.

If the BIDDER(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future TENDER/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the BIDDER(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The BIDDER(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts

and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the BIDDER(s)/ Contractor(s) shall be final and binding on the BIDDER(s)/Contractor(s), however the BIDDER(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc. arising out from violation of integrity pact BIDDER(s)/ Contractor(s) shall not be entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the BIDDER(s)/Contractor(s) could be revoked by the Principal if the IMSP (s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The BIDDER(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti- corruption/transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the TENDER process.

4.2 If the BIDDER(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the TENDER process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the BIDDER(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL IMSPS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all IMSPs and contractors for identical cases.

6.2 The BIDDER(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The BIDDER(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the TENDER process all IMSPs who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

7.1 If the Principal receives any information of conduct of an BIDDER(s)/Contractor(s) or sub-contractor/ sub- vendor/associates of the BIDDER(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The BIDDER(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the BIDDER(s)/Contractor(s). The BIDDER(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents BIDDER(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the BIDDER(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toweeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

8.8 Details of the Independent External Monitor appointed by Principal at present is furnished below:

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER(s)/Contractor(s) and the BIDDER(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the BIDDER(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the BIDDER(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in wrITIng by both the parties. Side agreements have not been made.

12.3 If the BIDDER(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12. 6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

1.

1.

2.

2.

2025

Rajasthan Council of School Education

Request for Proposal

Supply, Installation, Testing,
Commissioning and operations of ICT Labs
in 3213 Government Schools

Bid No.

Date:

[Handwritten signatures and initials]

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ABBREVIATIONS & DEFINITIONS

RTPP Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No.21 of 2012) and Rules
Agreement	The Agreement to be signed between the successful bidder and RCScE
AMC	Annual Maintenance Contract
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm
BG	Bank Guarantee
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids/ Request for Proposal/ Notice Inviting Tender and which is participating in the Bid. Also called offer or quote.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding Documents.
BoM / BoQ	Bill of Material/ Bill of Quantity
BRCs	Block Resource Centres
CCC	Command and control centre
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. State Project Director, Rajasthan Council of Secondary Education, Jaipur (Rajasthan), in this bidding document.
Contract	The "Contract" means a legally enforceable agreement entered between Rajasthan Council of School Education (RCScE) and the Selected Bidder(s) with mutual obligations.
CRCs	Cluster Resource Centres
Day	A calendar day as per Govt. of Rajasthan/ Govt. of India
DURCCs	District Urban Resource Coordinators
EMD	Earnest Money Deposit
FOR/FOB	Free on Board or Freight on Board
GeM	Government E Marketplace
GST	Goods and Services Tax
Goi	Government of India
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
GoR	Government of Rajasthan
Govt.	Government
HOF	Head of Family
IA	Implementing Agency

ICT	Information and Communication Technology
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LOI	Letter of Intent
LOA	Letter of Acceptance
Month	Month refers to calendar month
NCB	A bidding process in which qualified bidders only from within India can participate
NIB	Notice Inviting Bid
NIT	Notice Inviting Tender
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement Committee
PDI	Pre-delivery inspection
PQ	Pre-Qualification
Procurement/Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Project Site	The "Project Site", wherever applicable, means the designated place or places where the project implementation is to be carried out
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
PSD/SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/Procuring Entity	Person or entity that is a recipient of a good or service provided by the Selected Bidder under a purchase order or contract of sale. Also called buyer. Rajasthan Council of School Education (RCSCE) in this RFP document.
RFP	Request for Proposal, an early stage in procurement process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
RCSCE	Rajasthan Council of School Education
RTI	Right to Information
RVAT	Rajasthan Value Added Tax
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good. It involves all the services mentioned in "Scope of Work".
SMSA	SamagraMadhyamikShikshaAbhiyan
Supplier/ SI/ Vendor/	System Integrator, the bidder who will be finally selected and who gets into

Successful Bidder/ Service Provider/ Contractor/ Selected Bidder	an agreement with the RCScE for completing the services/ work mentioned in this bidding document.
SLA	Service Level Agreement is a negotiated agreement between two parties herein 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.
SoW	Scope of Work
State Government	Government of Rajasthan
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardization Testing and Quality Certification, Government of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TC	Technical Committee
TIN	Tax Identification Number
TPA	Third Party Auditor
UAT	User Acceptance Testing
VAT/CenVAT	Value Added Tax/Central VAT
WO/ PO	Work Order/ Purchase Order
S.I.	System Integrator/ Bidder/Supplier
e-proc	The e-Procurement System of Rajasthan

1. NOTICE INVITING BID (NIB)

Dated: 17/1/2025

NIB Reference No.

Unique Bid Ref. No:

Name & Address of the Procuring Entity	Name: Rajasthan Council of School Education (RCSE) Address: S. Radha Krishnan Shiksha Sankul, 5th Block, 2 nd & 3 rd Floor, JLN Marg, Jaipur - 17, Ph.: 0141-2700366, 2715590, 2715550
Name & Address of the Project Officer In-charge (POIC)	Name: Designation: Address: S. Radha Krishnan Shiksha Sankul, 5th Block, 2 nd & 3 rd Floor, JLN Marg, Jaipur - 17, Ph.: 0141-2700366, 2715590, 2715550 Email: rajssa_acrctt@yahoo.co.in, rcse.ict@gmail.com
Subject Matter of Procurement	Supply, Installation, Testing, Commissioning of ICT Lab In 3213 Govt. Schools
Bid Procedure	Two packet bid at e-proc portal
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS or L1)
Estimated Procurement Cost	35987.50/- Lacs (Rupees Three hundred Fifty-Nine Crore Eighty-Seven Lac Fifty Thousand Only) Non-recurring: 16151.50 Lacs Recurring : 1653 Schools X 2.4 Lac X 5 Years = 19836.00 Lacs
Bid Security (EMD) and Mode of Payment	Amount: 719.75 Lacs (Seven Crore Nineteen Lacs Seventy-Five Thousand Rupees only). (2% of the estimated procurement cost, 0.50% for S.S.I. unit of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction) Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favour of "SPD Rajasthan Council of School Education, Jaipur" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	Start Date: End Date:
Cost of Tender Document	Rs. 5000/- (Rupees five thousand only) The bid form fee @5000.00 shall be deposited through D.D. /Banker Cheque in name of SPD Rajasthan Council of School Education, Jaipur & copy of same along with technical bid.
E-Tender processing fee	Rs. 2500/- (Rupees Two Thousand Five hundred Only). Processing fee of rupees 2500/- shall be deposited through D.D. /Banker Cheque in Name of MD, R.I.S.L. Jaipur and copy of same along with technical bid.
Start/ End Date for the submission of Bids	Start Date: 17/01/2025 End Date: 17/02/2025
Pri bid Discussion	Date : 27/1/2025 Time : 3.00 p.m.
Submission of Bid Security	[Date 17/02/2025 Time: 1.00 p.m]
Date/ Time/ Place of	[Date 17/02/2025 Time: 4.00 p.m]

Signature valid

Digitally signed by Avinash Chaturvedi
Designation : State Project Director
Date: 2025.01.17 16:41:01 IST
Reason: Approved

Technical Bid Opening	Place: RCScE, S. Radha Krishnan Shiksha Sankul, 5th Block, 2 nd &3 rd Floor, JLN Marg, Jaipur - 17
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the date of technical bid opening

Note: -

- 1) Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In case, any of the bidders fails to physically submit (In tender box at the office of RCScE 5th block, 3rd floor Room No. 302- Chamber of Sr. Account Officer) the Banker's Cheque/ Demand Draft for Bid fee, processing fee and Bid Security up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bid Security should be drawn in favour of "SPD Rajasthan Council of School Education, Jaipur" payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) RCScE will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- 4) The procuring entity reserves the complete right to cancel the bid process and reject any or all the Bids.
- 5) 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.
- 6) 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.
- 7) The provisions of RTPP 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 RTPP Act 2012 and Rules thereto, the later shall prevail.
- 8) Key Notes: -
 - a) No conditional or partial or incomplete bid shall be accepted
 - b) Proof of payment of price of bid document, bid security submitted via demand draft or Banker's Cheque or bid security through Bank Guarantee, original copy should be submitted to Procuring Entity before bid submission closing Date and Time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before the online bid opening.
 - c) Procuring Entity shall not be responsible for any inconvenience in website and no extension in deposition of Bid be allowed for any bidder.
 - d) The Price bid (BOQ) would be opened and considered of only those Bidders who meet the criteria of eligibility.

State Project Director

RCScE, Jaipur

Signature valid

Digitally signed by Avinash Chaturvedi

Designation : State Project Director

Date: 2025.01.17 16:41:01 IST

Reason: Approved

Rajasthan Council of School Education

S. Radha Krishnan ShikshaSankul, 5th Block,

2nd&3rdFloor, JLN Marg, Jaipur – 17

Ph.: 0141-2700366, 2715590, 2715550

E-Mail: rajssa_acctt@yahoo.co.in; rcse.ict@gmail.com

No. (Ref. No.) 130 59866

Date: 17/1/2025

NOTICE INVITING e-BID (NIB : 24/2024-25)

Request for proposal invited for Supply, Installation, Testing, Commissioning and operations of ICT Labs in 3213 Govt. Schools up to 1 P.M. of dated 17/2/2025. Other details may be seen in the Bidding Document at State Public Procurement Portal website www.sppp.rajasthan.gov.in or website "www.rajsmsa.nic.in" and e-proc portal.

Estimated cost: 35987.50 lacs

State Project Director
RCScE, Jaipur

Signature valid

Digitally signed by Avinash
Chaturvedi
Designation : State Project Director
Date: 2025.01.17 16:41:01 IST
Reason: Approved

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

State Project Director, Rajasthan Council of School Education, Jaipur invites Single Stage Two Cover unconditional electronic bid (e-bids) proposals from Company/Firm/Manufacturers/Authorized Dealers, who meet the eligibility criteria as specified in this bidding document for "Supply, Installation, Testing, Commissioning of ICT Lab in 3213 Govt. Schools with comprehensive on-site warranty for five years" as detailed in the NIB document. The tender/bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.

1. The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> and <http://rajsmsa.nic.in> for the purpose of downloading.

2. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.

3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type II/III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure anew DSC.

4. A single-stage two cover selection procedure shall be adopted.

5. Bidder (authorized signatory) shall submit their offer on-line in Electronic Formats both for technical and financial proposal). Cost of Tender Document Rs. 5,000/- (Rupees Five Thousand only) & E-Processing Fee Rs.2,500/- (Rupees Two Thousand Five hundred only) . The bid form fee @ Rs. 5000.00 shall be deposited through D.D./Banker cheque in name of SPD Rajasthan Council of School Education, Jaipur and processing fee Rs. 2500.00 shall be deposited through D.D./Banker cheque in name of MD, R.I.S.L. Jaipur and copy of same uploaded along with the technical bid. Original D.D./Banker cheque/ Bank Guarantee must be received in RCSCE office before the last date & time of submission of bid.

6. Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issue like slow speed, choking of web site due to heavy load or any other unforeseen problems.

7. Bidders are also advised to refer "Bidder Manual Kit "; available at e-proc website for further details about the e-tendering process.

8. No contractual obligation whatsoever shall arise from the BID DOCUMENT/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder(s).

9. Department disclaims any factual /or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

Signature valid

State Project Director
RCSCE Jaipur
Digitally signed by Avinash
Chaturvedi
Designation : State Project Director
Date: 2025.01.17 16:41:01 IST
Reason: Approved

2. SCOPE OF WORK

(A) Scheme Profile

It aims to equip learners with the appropriate social skills required to cooperate with fellow ICT learners for a more productive learning experience. It empowers students who are unable to use this technology outside the school premises by ensuring sufficient access to those students. Through this, it will also ensure equity among all learners, as they will all have the same opportunities to use the ICT Lab facilities in school. Another social objective of ICT Lab is to facilitate good communication between the students, thus promoting better social understanding.

In synchronize with the current teaching methodology being implemented in schools; there is a need for setting up of a ICT Lab in the government schools as well. These labs will help in dissemination of knowledge to the students through multimedia content, interactive content, e-library etc. to the students studying in these schools and bring their learning at par with the other students.

The concept of Interactive Class is indeed a blessing to the students of the 21st Century where technology is changing the way life functions and if it's for the good, use all interactive modules like videos, presentations, interactive software and these visually attractive methods of teaching becomes appealing to students who are already struggling with the traditional method of teaching in a classroom.

As ICT in schools project the department proposes to establish ICT Lab in Government Schools situated in the urban & rural areas. Although, selection of proposed schools on basis of availability of room, electricity and enrolment. These labs shall be equipped with an Interactive panel along with other supporting

- In these ICT Lab following task will be executed for better implementation:-

1. Bidder has to conduct block wise training at block levels on ICT Lab functioning.
 2. A strong mechanism for monitoring and management needs to be set in place at all levels for ensuring optimal delivery of set targets.
 3. Dedicated web based MS & helpdesk at state level for troubleshooting and day to day support will setup within 120 days from date of work order.
- i. **Mode of Implementation:** states are encouraged to implement the program through SITC model under which the supplier would make available the ICT Lab infrastructure for the duration of the contract period based on a service level agreement and assurance of a periodic payment subject to satisfactory maintenance.
- ii. **Key Responsibilities**
The RCScE intends to select SI for "Supply, Installation, Testing, Commissioning and operations of ICT Lab in 3213 Govt. Schools" for which following scope of work along with supply of related peripheral items and maintenance is required to perform this work is defined as under:-

(B) Hardware, Networking and Other Infrastructure in ICT Lab

- a) Supply, Installation, Testing, Commissioning, operations and Training for the contract period of 5 Years in selected Govt. Schools in different locations/ areas of Rajasthan State.
- b) To provide Supply, Installation, Testing, Commissioning and operations of ICT Lab in 3213 Govt. Schools with 5 years onsite comprehensive warranty from the date of installation of ICT Lab (5 years onsite comprehensive warranty from bidder in this first 3 years included from OEM)
- c) The number of locations can be increased or decreased at the discretion of the procuring entity. Additional locations may be added or deleted in subsequent years. In case of addition average per location cost of the Bid will be provided and in case of deletion alternative location will be

provided. However amount will be deducted. If bidder will be reluctant to move the infrastructure.

d) Lab Operation resources-

S.No.	Category	No. of Schools	Scope of work
1	Schools	3213 (2 ICT Lab will be maintained by 1 Lab Operation resources 3 days in each school per week)	Only Lab Supply, installation, commissioning, operations and onsite Maintenance with 5 years warranty Lab Operation resources (1 operator for 2 schools), 2 MBPS Internet connectivity and pay electricity charges as per sub meter, S.I shall have to install an electric sub meter for the ICT Lab for 5 year project period.

- e) To prepare and setup ICT Lab along-with the necessary services and site development in the designated Equipment's at each location with proper electrical works.
- f) A strong mechanism for monitoring and management needs to be set in place at all levels for ensuring optimal delivery of set targets.
- g) To maintain the supplied items (hardware and accessories) at the locations.
- h) Since majority of these locations are multiple. the Bidder will be responsible, to install, run and maintain ICT Lab as stipulated in this bid document during the contract period for providing computer education in selected locations. In case of theft and fire insurance claim & restoration of computer lab will be the responsibility of supplier.
- i) The payment will be managed by the RCScE and no fee or any amount shall be charged from the students or any employees by the bidder.
- j) The SI shall have to complete the electrical work as a preparatory activity for setting up of the ICT lab at each of the locations. The SI has to undertake electrical wiring (of ISI marked & branded) for all electrical and IT equipment in the Smart classroom. The SI is required to provide internal electric wiring and sufficient power point fittings (All equipment/ appliances/ fittings should be ISI/ ISO certified). The SI shall have to ensure that normal school operations are not being hampered in anyway during the preparatory activities going on in the ICT Labs.

(C) Training and Orientation for all schools

- a) To impart 2 Day physical training covering minimum 2 teachers in a school on normal operation, installing/ configuring and use of, computer education software, common software applications (Word Processor, Presentation, Spreadsheet etc.) on operations & monitoring. The schedule for the training shall be provided by RCScE for 3213 schools. Within 15 days of Lab installation in schools.
- b) The deployed resources of the SI are expected to empower all selected teachers from a school to teach their respective subjects with the use of ICT in the lab. and at least one teacher should be trained in handling overall responsibilities of Operations & Maintenance of the ICT lab.
- c) To ensure that the appointed trainers follow the behavioral guidelines enlisted by the respective school and School, Education Department, Government of Rajasthan.
- d) To assist the teachers to use computer aided technology for teaching other subjects by deploying and using approved educational software.
- e) To provide the school children an opportunity to get familiar with the use of computer, internet & gain extra-curricular knowledge by using various additional educational software's on improving Spoken English communication skills, awareness on cybercrime, safe usage of internet and educational games etc.

- f) The trainer is expected to provide the induction training & refresher training in line with the revised guidelines for ICT in Schools scheme mentioned under SMSA MoE Government of India official website.

(D) Electrical Work for all schools

- a) The SI shall have to complete the electrical work as a preparatory activity for setting up of the ICT Lab at each of the locations.
- b) The SI must undertake electrical wiring (of ISI marked & branded) for all electrical and IT equipment in the ICT Lab. Electrical wiring would also include earthing arrangements. The SI is required to provide internal electric wiring and sufficient power point fittings (All equipment / appliances / fittings should be ISI/ ISO certified).
- c) The SI shall have to ensure that normal school operations are not being hampered in anyway during the preparatory activities going on in the Digital library.

(E) Internet operations & Electricity Charge for all schools

The SI shall have to make provision for internet connectivity of at least 2 Mbps via any option like Broadband/ DSL/ Wireless etc. Bidder is free to choose any ISP. The priority would be to have a broadband internet connection of at least 2 Mbps bandwidth in each school. Electricity charges of ICT labs in schools will be born by bidder during project period with separate sub meter that will be installed by bidder.

(F) Lab operation guideline

1. **A. Lab Operation resources:** SI shall provide exclusive lab Operation resources for the operations of the ICT lab. Service providing resources will produce attested photocopies of all the Degrees/ Diploma/ Certificates and his/her bio-data along with photo attested by the Bidder at the time of joining.
 - a. Female personal will be preferred in girls' schools.
 - b. The bidder shall replace the resources if his/her performance is not found satisfactory consistently.

B. Minimum educational qualification

- BE/B.Tech/MSC in computers/Electronic/IT or
- BCA from any recognized institution or
- Graduate in any discipline and Diploma in computer (1 year or above) from recognized University/ Institute.

Note: Successful bidder should pay wages to deployed resources as per applicable provisions of Labour Act/Rules updated time to time.

2. **Following are the indicative list of topics on which lab operations and management can be done:-**

- a) **Lab operations:** This shall comprise of generic roles and responsibility of a lab Operation resources which will cover following things:
 - a. Opening and closing of lab as per the schedule of the school
 - b. Ensuring that basic cleanliness and hygiene is maintained
 - c. Maintaining registers for stocks, consumables, downtime & movement, inventory management etc.
- b) **Troubleshooting:** SI has to provide a first level trouble shooting manual to the lab Operation resources and teachers being trained. This manual shall comprise of guidelines or standard operating procedures to trouble shoot any software or hardware devices provided in the

lab. The trouble shooting manual must be produced to the RCScE/ Department or its representatives to get the appropriate approvals on the content.

- c) **Escalation matrix:** Lab operation resources will be responsible for escalating any hardware or software issues with respective OEMs till the issue is resolved. School teachers should also be trained by the bidder to be able to perform trouble shooting and resolve minor hardware/ software issues (Windows/ Linux based OS and Server, Installation of software's and patches, back up and restoration, testing connectivity, checking LAN connections, etc.)

The SI is expected to cover all the operational and management events in the training exercise that it has gathered from its experience in the implementing such projects in various parts of the country.

3. A. Project manager

The SI will have to provide one Project manager based at Jaipur to coordinate, implement and to provide regular feedback and reporting regarding the project to the SPD – RCScE. The SI will have to select the Project manager in consultation with SPD - RCScE and will provide the appointment letter along with the eligibility documents to the SPD – RCScE.

B. Minimum educational qualification

- a. Master Degree in Business Administration from a recognized University.
- b. Minimum 3 years of project management experience in handling similar IT/ICT projects.

4. Central helpdesk support:-

The SI will setup helpdesk (2 Personnel) at state HQ SPD office, Jaipur to register field complaints and resolve them in time. The helpdesk will be operational from **9:30 AM to 6:00 PM in school working days or as per office requirement.**

a. Minimum educational qualification:-

Graduate in any discipline with proficiency in English & Hindi and shall have minimum 2 years' experience in support service centre.

b. Log issues /Complaints/Grievances related to the Lab components including Hardware, Software & Application etc. at each location identified by the department. Track each issue/complaint/Grievance to resolution.

c. Provide feedback and resolution to the callers. Helpdesk Phone Numbers to be provided by the department and Specific e-mail account for day-to-day support to be set up by the Department.

d. It is required that central helpdesk support/ Lab Operation resources are deployed, who will be responsible for handling all the Level-I IT and Hardware issues related to the different components of these LAB. The Project manager shall be responsible for providing remote assistance to schools if required, and further assigning the issue to Lab Operation resources for personal visit in cases where the remote assistance is not possible to resolve the issue. On getting the required information about the issue from the Lab Operation resources and helpdesk; Project manager should provide all necessary assistance in resolving the IT issues onsite and log the status update with the Helpdesk for closure.

e. Deployment of lab Operation resources should be during the supply installation and commissioning of Lab.

(G) Service Support

1. After successful Installation, the contract period of five years shall commence, During this period the Bidder shall: -

- a. Provide comprehensive onsite support services for the installed hardware/ software at designated project locations. This involves comprehensive maintenance of all installed hardware/ software covered under the warranty including repairing, replacement of faulty parts, modules, sub-modules, assemblies, sub-assemblies, spares, etc. with genuine OEM components to make the system functional/ operational as per SLA.
- b. In case of problems/ issues/ maintenance with the installed hardware/ software, SI shall depute qualified service engineers (other than SPOC) for timely resolution of issues.

State Project Director
RCSE, Jaipur

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 3.1 A bidder (Manufacturer, Dealers & Distributors are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/ eligibility criteria. The bidder must submit documentary evidence in support of their claim for fulfilling the criteria. The bids received without documentary evidence and the required Earnest Money will be rejected.

S.No	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	The bidder should be a Manufacturer/Authorized dealer/ Company/Firm. Registered/Incorporated in India and should be in existence prior to 01.04.2020. JV/Consortium in any form is not allowed. The Bidder shall have the nationality of India.	1. In case bidder is a company: - Certified copy of the Certificates of Incorporation for companies issued by the registrar of Companies and Memorandum & Articles of Association. 2. In case the bidder is a Firm: - Certified copy of the Registration.
2.	POA	General Power of Attorney/Board of Directors Resolution/Deed of Authority executed in favor of person(s) authorized to sign the bid document and the contract and all correspondence/document thereof.	Company / Firm on letter head signed by competent authority.
3.	Turnover	The Bidder should have minimum average annual turnover of INR 120Crores in the last Three (3) Financial Years (2021-22 to 2023-24) as per Annexure.	Audited Balance Sheets (2021-22 to 2023-24), Profit and Loss Account of last three years along with CA certificate with Registration Number and Seal.
4.	Net Worth	The net worth of the bidders on 31.03.2024 should be positive.	CA Certificate with CA's Registration number, Seal and UDIN number.
5.	Project Experience	The Bidder should have required experience in implementation of either of the following <ul style="list-style-type: none"> One project of value INR 60.00 Crores in IT/ICT/ITeS sector during last three years in India for any Government/ Public Sector Undertaking/ Government Institution Two projects of value INR 40.00Crores each in IT/ ICT/ITeS sector during last three years in India for any Government/ Public Sector Undertaking/ Government Institution Three projects of value INR 30.00Crores each in IT/ ICT/ITeS sector during last three years in India for any Government/ Public Sector Undertaking/ Government Institution 	Work Order and Completion Certificate/ Any Payment Receipt/Supply Details with Receipt certified from the Client.

6.	Tax Registration Certificates	<p>The bidder should have a valid registration number of:</p> <ol style="list-style-type: none"> 1. GST where his business is located 2. PAN Number <p>The bidder should have cleared his Tax/GST dues, if any to the State Government/Central Government."</p>	<ol style="list-style-type: none"> 1. Copies of registration certificates of GST and PAN. 2. Certified copies of the last return filed for latest quarter end, Tax Dues/CA certificate stating that no Tax/GST due to the State Government/Central Govt.
7.	Certification	Bidder should have following certificates: ISO 9001:2015 or higher	Copies of valid certificates
8.	Mandatory Undertaking	A declaration regarding qualifications of the Bidder as required under Section 7 and Code of Integrity under Section 11 of the Act be given in specified format given in Bidding Forms.	A self-declaration on bidder's letter head as per ANNEXURE-3.
9.	Bidder Undertaking	A declaration regarding Rule 13 of RTTP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India. (if such bidder doesn't provide valid registration, as above his bid will be rejected.)	<p>Either undertaking as per ANNEXURE-15 if the bidder doesn't belong to land border countries AND if bidder quotes products from OEM which doesn't belong to land border countries.</p> <p>OR</p> <p>Valid registration from competent authority if the bidder belongs to land border countries or if bidder quotes products from OEM which belongs to land border countries.</p>
10	Bidder self Certification	Regarding non Black listing as per Annexure-18.	
11	OEM Brochure	Provide brochure of quoted model.	
12	OEM Experience	<p>All OEM (Desktop, Thin Client, Printer, UPS and IFPD) should have experience in supply and installation of their respective equipment's in 1000 Govt. Schools/Colleges/or any other Govt. Institution in Central Govt./any PSU/Rajasthan Govt. or any other State Govt. directly or via bidder, in any one financial year during the last three years(2021-22, 2022-23, 2023-24).</p> <p>Multiple orders in the same financial year will be considered in experience.</p>	Work Order and Completion Certificate/ Any Payment Receipt/Supply Details with Receipt certified from the Client.
13	OEM MAF	<p>For Desktop, Thin Client, Printer, IFPD, UPS, Webcam and Head Phone.</p> <p>Once MAF issued by OEM cannot be revoke</p>	Annexure-5

		by OEM during bid tenure.	
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- Each Bidder shall submit only one Bid. Multiple bids submitted by any firm and nature of firms shall be rejected.
- A Bidder debarred under Section 46 of RTTP Act shall not be eligible to participate in any procurement process.
- 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. INSTRUCTION TO BIDDERS

Important Instruction: The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the RTPP Act] and the "Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the RTPP Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. Bidders are advised to acquaint themselves with the provisions of the Act and Rules. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail.

4.1 Sale of Bidding/ Tender Documents

- a. The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). 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 as prescribed in NIB.

4.2 Compliance with RTPP ACT & Rules – Code of Integrity and Conflict of Interest

Bidder to ensure compliance with RTPP ACT & Rules, primarily following:-

- a. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.
- b. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules. Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.

4.3 Eligible Bidder

- a. A Bidder may be a natural person, private entity, government-owned entity.
- b. A Bidder and all parties constituting the bidder, shall have the nationality of India.
- c. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.
- d. A Bidder should not have a conflict of interest in the procurement.
- e. Joint Ventures and Consortium shall not be allowed.

4.4 Bid Clarifications

- a. The Bidder shall be deemed to have carefully examined the conditions, specifications of the item to be supplied.
- b. If any Bidder has any doubts as to the meaning of any portion of the conditions or the specifications etc. It shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications.
- c. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the procuring entity's email address rajssa.acctt@yahoo.co.in; rcse.ict@gmail.com
- d. The Procuring Entity will respond in writing to any request for clarifications within 04 (four) days or upto pre-bid meeting, provided that such request is received not later than seven (07) days before deadline for submission of Bids.

4.5 Pre-Bid Meeting/ Clarifications

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

4.6 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 document 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.

4.7 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 a 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 new bid security is considered to have refused the request to extend the period of validity of its Bid.

4.8 Format and signing of bids

- a. Bidders must submit their bids online at e-proc portal.
- b. All the documents uploaded should be digitally signed with the DSC of authorized signatory.

- c. A Single stage- Two-part cover system shall be followed for the Bid: -
 i. Technical Bid, including fee details, eligibility & technical documents
 ii. Financial Bid
 d. The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
1.	Bidder's Authorization Certificate along with a copy of PoA/ Board resolution stating that Auth. signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-2 (PDF)
2.	All the documents mentioned in the "Eligibility Criteria" in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
1.	Self-Declaration along with Tender Form	As per Annexure-3 (PDF)
2.	Technical Bid submission Sheet	As per Annexure-4 (PDF)
3.	Manufacturer's Authorization Form (MAF)	As per Annexure-5 (PDF)
4.	Undertaking on Authenticity of Equipment's	As per Annexure-6 (PDF)
5.	Components Offered – BOM	As per Annexure-7 (PDF)
6.	Land Border Country Registration Requirement	As per Annexure-15 (PDF)
7.	Fee Deposit Receipt	As per Annexure-16 (PDF)
8.	Delivery Receipt	As per Annexure-17 (PDF)

- e. A financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial/Price Bid Submission Sheet	On bidder's letterhead duly signed by authorized signatory as per Annexure-8 (PDF)
2.	Financial Bid – Format	As per BoQ (XLS) format available on e-Procurement portal

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

4.9 Cost & Language of Bidding

- a. The bidder shall bear all costs associated with the preparation and submission of its Application, 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 the English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

4.10 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

4.11 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. The security deposit is to be enforced to maintain the continuity in services by the agencies. Bid security shall be 2% of the estimated procurement cost, 0.50% of estimated procurement cost for Small Scale Unit (S.S.U.) of Rajasthan and 1%, estimated procurement cost for Sick Industries, for Sick Industries other than S.S.U., whose cases are pending with Board of Industrial & Financial Reconstruction.
- b. 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.
- c. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- d. 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.
- e. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in the specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f. 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.
- g. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- h. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- i. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- j. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. When the bidder withdraws or modifies its bid after opening of bids.
 - ii. When the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period.
 - iii. 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.
 - iv. When the bidder does not deposit the performance security within a specified period after the supply/ work order is placed; and
 - v. If the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document.
- k. Notice will be given to the bidder with a reasonable time before bid security deposited is forfeited.
- l. No interest shall be payable on the bid security.
- m. 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.
- n. The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - i. the expiry of the validity of bid security.
 - ii. the execution of an agreement for procurement and performance security is furnished by the successful bidder.
 - iii. the cancellation of the procurement process; or

- iv. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

4.12 Deadline for the submission of Application form

- a. Bids shall be received online at e-proc portal and up to the time and date specified in the NIB.
- b. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document is 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 the issue of corrigendum, a 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 the 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.

4.13 Withdrawal, Substitution & Modification of Bids

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

4.14 Opening of Bids

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

4.15 Selection Method

Least Cost Based Selection (LCBS or L1)

- i. The bid price will include all taxes and levies and shall be in Indian Rupees.
- ii. Any conditional bid would be rejected

4.16 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 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.

4.17 Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO Certificates, etc. within a reasonable period. 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 based on the information or documentation received from the bidder under (b) above.
- c) Technical Evaluation Criteria
 - i. Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in this Bid Document. Any critical noncompliance/ deviations may lead to disqualification of the Bidder.
 - ii. Only those bidders who qualify through the Technical Qualification stage will be short listed for opening of financial bids/ evaluation.
 - iii. The Bid Evaluation Committee will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP documents.
- d) Tabulation of Technical Bids
 - a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed via portal about the date, time and place of opening of their financial Bids.

4.18 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 online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them, and conditions put, if any, shall be read out and recorded.
- d) Conditional Bids are liable to be rejected.
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.
- f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.
- 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.
- 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.

4.19 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.

4.20 Price/ purchase preference in the 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.

4.21 Negotiations

- a. Except in case of procurement by the method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b. Negotiations may, however, be undertaken only with the lowest bidder when the rates are considered to be 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 bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regard holding of negotiations.
- e. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have the 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 the rates even after the negotiations are considered very high, fresh Bids shall be invited.

4.22 Exclusion of Bids/ Disqualification

- a. A procuring entity shall exclude/ disqualify a Bid, if: -
 - i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document.
 - iv. the Bid materially departs from the requirements specified in the bidding document, or it contains false information.
 - v. the bidder, submitting the Bid, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - vi. A bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

- b. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:-
 - i. Communicated to the concerned bidder in writing.
 - ii. Published on the State Public Procurement Portal, if applicable.

4.23 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. The decision on Bids shall be taken within the original validity period of Bids and time period allowed to procuring entity for taking a decision. If the decision is not taken within the original validity period or time limit allowed for taking a decision, the matter shall be referred to the next higher authority in the delegation of financial powers for decision.
- c. Before the award of the contract, the procuring entity shall ensure that the price of a 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 a 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 and accepted by the bidder. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i. The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed, and its performance security is obtained.

4.24 Information and publication of the award

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

4.25 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.

4.26 Right to vary the quantity

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

4.27 Dividing quantities

As a rule, all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted.

However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases the quantity may be divided among the multiple bidders (maximum 4 bidder). Counteroffer to first lowest Bidder (L1), to arrive at an acceptable price, shall amount to negotiation. However, any counter offers thereafter to second lowest Bidder (L2), third lowest Bidder (L3) and Fourth lowest Bidder (L4) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

Procurement Entity, RCSE has the right to distribute areas (Districts) among the final successful multiple bidder. i.e.-L1, L2 and so on and that shall be binding on all bidders. Such division of quantity shall be only at the discretion of procuring entity and no representation on the same will be entertained from any bidder in any circumstances what so ever. In case the procuring entity decides to split the quantities as per above clause, then ratio will be as under:-

1. Between 2 bidders – 60:40

2. Among 3 bidders – 50:30:20

3. Among 4 bidders – 40:30:20:10

As per appropriate decision of procuring entity.

4.28 Performance Security

- a. Prior to the execution of the 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% (1% for MSME) of the amount of work order in case of procurement of Goods. In the case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1.0% of the amount of work order 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. The performance security shall be furnished in any one of the following forms: -
 - a) Bank Draft of 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 Postmaster.

- c) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be the 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 the 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 the 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 [d)] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - i. When any terms and condition of the contract is breached
 - ii. When the bidder fails to make complete supply as per the scope of tender document
 - iii. If the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document
- f. Notice will be given to the bidder with a reasonable time before PSD deposited is forfeited.
- g. No interest shall be payable on the PSD.
- h. The PSD shall be returned/refunded after completion of the Contract period.

4.29 Execution of agreement

- a. A procurement contract shall come into force from the date on which agreement is signed with the bidder.
- b. The successful bidder shall sign the procurement agreement within 10 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c. If the bidder, who's Bid has been accepted, fails to sign a written procurement agreement or fails to furnish the required security deposit within the 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 with the bidder and may debar the bidder from participating in any future bid."
- d. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.
- e. Bidder has also to sign agreement with the tendering authority as per indicative format attached in Annexure-13.

4.30 Confidentiality

- 1) 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.
- 2) 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.

- 3) 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 the information, the disclosure of which violates (a) above.
- 4) 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 the confidentiality of such information.

4.31 Cancellation of the 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 a 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.

4.32 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 includes 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.

4.33 Conflict of Interest

A bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- a) They have controlling partners in common
- b) They receive or have received any direct or indirect subsidy from any of them
- c) They have the same legal representative for purposes of the bid
- d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as bidder/authorised partner, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

4.34 Interference with the Procurement Process

A bidder, who:-

- a) Withdraws from the procurement process after the 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.

4.35 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 there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract," the appeal may be filed only by a bidder who has participated in procurement proceedings:

- b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
First Appellate Authority: Additional Chief Secretary/ Secretary/ Principal Secretary/ Secretary Department of School Education, Secretariat Jaipur or as decided by the Govt. of Rajasthan.
Second Appellate Authority: Secretary (Budget) Finance Department, Govt. of Rajasthan, Secretariat, Jaipur or as decided by the Govt. of Rajasthan.
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-14 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 the fee.
 - c. Every appeal may be presented to the 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 the first appeal shall be rupees two thousand five hundred and for the 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 the filing of the appeal, shall issue notice accompanied by a copy of appeal, affidavit, and documents, if any, to the respondents and fix the 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 the 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 the 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.

4.36 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.

4.37 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.

4.38 Offenses by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or another officer of the company, such director, manager, secretary or another 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.

4.39 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 the 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.

4.40 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 supply and installation.
- b. During the supply and installation period, the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of resource is in proportion to the total supply and installation period given if it is a severable contract, in which the supply and installation of resources 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 supply and installation of resources and service is observed, a performance notice would be given to the selected bidder to speed up the supply and installation.
- d. Any change in the constitution of the firm, etc. shall be notified forthwith 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.

4.41 Verification of Eligibility Documents by RCScE

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

4.42 General Instructions

Anything that is not mentioned/ covered explicitly in the RFP shall be governed by RTPP Act, 2012 and Rules.

5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

The procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidder should read these conditions carefully and comply strictly while sending their Bid.

5.1 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 herein.
- 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) "Deployment" means the on boarding of resources from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "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.
- g) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- h) "Services" means all of the specialized manpower services that the successful/ selected bidder is required to provide to the Purchaser under the Contract.
- i) "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.
- j) "Purchaser" means the entity purchasing/procuring the Lab operation resources, as specified in the bidding document.
- k) "Related Services" means the services incidental to the supply of Lab operation resources, such as insurance, training, and other similar obligations of the successful/ selected bidder under the Contract.
- l) "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 services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- m) "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.
- n) "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 eligibility conditions, specifications, (educational qualifications, experience and certifications, etc.) of the proposed manpower and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

5.2 Verification of Eligibility Documents by purchaser

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

5.3 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.

5.4 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.

5.5 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 the 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.

5.6 Eligible Goods and Related Services

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

All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and

functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, The bidder may quote only one brand/ make/model of one OEM of respective items in the technical Bid.

- b) Bidder must quote products in accordance with above clause "Eligible goods and related services".

5.7 Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by –
- delivering it to the person personally; or
 - leaving it at, or sending it by post to, the address of the place of residence or business of the person last known
 - on a body corporate by leaving, it at or sending it by post to the registered office of the body corporate
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be affected by properly addressing, preparing and posting the document, notice or order.

5.8 Scope of Supply

- a) Bidder will supply, installation and deployment of Lab Operation resources within 120 days from the date of supply/work order. PDI (Pre delivery inspection) request shall be made within 75 days from work order. Delay in PDI shall be counted as delay in delivery period.
- b) Subject to the provisions in the bidding document and contract, the deployment of resources and related services to be supplied shall be as specified in the bidding document.
- c) Unless otherwise stipulated in the Contract, the scope of supply shall include all such services mentioned in the contract, but that can be reasonably inferred from the Contract as being required for attaining deployment and completion of the deployment of resources and related services as if such items were expressly mentioned in the contract.
- d) The bidder shall not quote and supply and hardware/ software that is likely to be declared as End of Sale on the date of bidding and End of Service/ Support for a period of Five (5) years from the last date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

5.9 Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) 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.
- e) All title of the assets is to be transferred to RCSE or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of title ship of assets shall be borne by the selected bidder/authorized partner.

f) After

5.10 Supplier's/ Selected Bidder's Responsibilities

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

5.11 Procuring Entities Responsibilities

- a) Whenever the deployment of resources 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.

5.12 Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for 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.

5.13 Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected services shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold an amount to the extent of short supply, or for rejected services 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 under this contract with RCScE.
- 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.

5.14 Taxes & Duties

- a) The TDS, GST, etc., if applicable, shall be deducted at source/ paid by RCScE as per prevailing rates.
- b) For services supplied, the selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the deployment of the contracted services to the Purchaser.
- c) For services 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 services to the Purchaser.
- d) If any tax exemptions, deductions, allowances or privileges may be available to the selected bidder, the Purchaser shall use its best efforts to enable the selected bidder to benefit from any such tax savings to the maximum allowable extent.

5.15 Copyright/Intellectual Property Rights

All drawings, source code, design documents, and other materials containing data and information furnished to the Purchaser that has been developed/ customized by the Selected Bidder for the project herein shall be submitted to RCScE as and when required.

5.16 Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party

hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
 - i. The Purchaser or Supplier/ Selected Bidder need to share with RCScE or other institutions participating in the Contract.
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive during the course of agreement and after three years of completion or termination, for whatever reason, of the Contract.

5.17 Sub-contracting

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

5.18 Specifications & Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is

mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

5.19 Packing and Documents

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

5.20 Insurance

- a) Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured for complete project period against loss by theft, destruction or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges will be borne by the supplier and the Procuring Entity will not be required to pay such charges, if incurred. In case of loss by theft, destruction or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc., after providing necessary documents by department to supplier, Insurance claim & restoration of computer lab will be the responsibility of supplier.

5.21 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.

5.22 Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable times have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.

- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) The Bidder will not supply the hardware directly to the locations without PDI. The PDI will be completed within 15 days of receiving the request in writing from the Bidder, the time taken for PDI is inclusive in the delivery period. However, if the time taken for PDI exceeds 15 days then the additional time taken by the department/ Government to complete PDI would be in addition to the total delivery & installation period under the project. Bidder would supply and install only those makes & models of hardware/ software which have been accepted during technical evaluations. No other hardware (makes & models)/ software will be supplied which is not quoted or not approved during the technical evaluation. The hardware/ software items not quoted or not technically approved shall be rejected during the PDI.
- d) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

5.23 Testing charges

Testing charges of Hardware and accessories shall be borne by the bidder.

5.24 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 RCScE 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.

5.25 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.

5.26 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to supply, install hardware and deploy any or all of the resources 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 rate 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 deployment 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 supply, install and deployment of resources in the bidding document shall be deemed to be the essence of the contract, and the supplier/ selected bidder shall arrange related services within the specified period.
- c) Deployment / completion period may be extended with or without liquidated damages if the delay in the supply of service(s) 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 period of supply, installation and deployment of resources. If he finds himself unable to complete the supply of service(s) within the stipulated period or is unable to maintain prorate progress in the supply of resources or service delivery. This request shall be submitted as soon as a hindrance occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of deployment of resources and service after which such request shall not be entertained.
- ii. The Purchaser shall examine the justification of causes of hindrance in the deployment of resources and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or RCScE 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 RCScE 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 user department or RCScE 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 deployment/ completion/ commissioning, the period is granted with full liquidated damages; the recovery shall be made based on following percentages of the value of Good/Services which the supplier/ selected bidder has failed to supply/ install/ complete:-

S. No.	Condition	LD %
a.	Delay up to one fourth period of the specified period of delivery, successful installation, Deployment of Lab Operation resources	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation, Deployment of Lab Operation resources	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation, Deployment of Lab Operation resources	7.5 %
d.	Delay exceeding three fourth of the specified period of delivery, successful installation, Deployment of Lab Operation resources	10.0 %

- i. The fraction of a day in reckoning period of delay in resource supply and 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 total value of the items/services to be supplied in the particular phase.
- 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 penalties if the delay in the supply of goods is on account of hindrances beyond the control of supplier.

e) In case of delay in the deployment of computer operator and training of teachers penalty will be applicable only on 10% of project cost as per above LD table.-

5.27 Authenticity of Equipment

- a) The selected bidder shall certify (as per Annexure-6) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract.

5.28 Warranty

- a) The bidder must supply all items with comprehensive on-site warranty valid for five years from the date on which goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) Bidder/ Bidder has to set up and ensure complaint redressal mechanism so that within the faults are rectified within 3 working days (As per Clause 6.3 SLA), from the date of complaint, the user's complaint get resolved.

- f) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

5.29 Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- i. The installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. The sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

5.30 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.

5.31 Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or another 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 RCScE in writing of such conditions and cause thereof within 15 days of the occurrence of such event. Unless otherwise directed by RCScE, 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 RCScE, the RCScE may take the case with the supplier/ selected bidder on similar lines.

5.32 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 in any one or more of the followings:
 - 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 deployment of resource and Completion Schedule, or both, and the Contract shall accordingly 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.
- d) Additional quantity may be procured by placing a repeat order as per rules on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

5.33 Termination

A. Termination for Default

- i. The tender sanctioning authority of RCScE 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 RCScE; or
- b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of deployment of resource or any extension granted thereof; or
- c. If the supplier/ selected bidder, in the judgment 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 a breach of any condition of the contract.
- ii. If RCScE terminates the contract in whole or in part, the 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 a legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- iv. A 30-days cure period may be provided to the bidder.

B. Termination for Insolvency

RCScE may at any time terminate the Contract by giving 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, the 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 RCScE.

C. Termination for Convenience

- i. RCScE, by a written notice of at least 15 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 services that are complete and ready for deployment/ delivery 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 services, 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 Services or and for materials and parts previously procured by the supplier/ selected bidder.
- iv. A 30-days cure period may be provided to the bidder.
- v. As on effective date of termination, Tendering Authority shall pay:
 - a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the RFP specifications.
 - b. All the services delivered by the bidder and accepted by the purchaser; the consideration payable shall be based on services rate as per agreement.

5.34 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 (6) months period from the date of expiry or termination of the agreement if required by RCScE 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 the selected bidder, will only be returned after the successful transfer of the entire project, including its infrastructure (if any).
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RCScE as desired by the procuring entity during the exit management period.
- iii. RCScE 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 RCScE or its nominated agencies with a complete and up-to-date list of the assets within 60 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 RCScE 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 RCScE or its nominated agencies.
 - b. All title of the assets to be transferred to RCScE 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 the 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 RCScE.
 - d. That the products and technology delivered to RCScE during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of RCScE, supplied hardware, software & documents, etc., used by a selected bidder for RCScE shall be the legal properties of RCScE.

c) Cooperation and Provision of Information during the exit management period

- i. The selected bidder will allow RCScE 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 RCScE 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. RCScE 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 RCScE or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RCScE 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 RCScE 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 RCScE or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RCScE 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 RCScE or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RCScE 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 RCScE or its nominated agencies all new or updated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third-party lessors, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RCScE 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 RCScE 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 RCScE 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 RCScE 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 the 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 RCScE operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and Plans for the provision of contingent support in terms of business continuance and handholding during the transition period, to RCScE 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 the 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 RCScE 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 the new operator during the transition period.

5.35 Settlement of Disputes

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the State Project Director, RCScE and the decision of the State Project Director, RCScE, Jaipur shall be final as per bid terms and conditions. Jurisdiction area for dispute settlement shall be Jaipur only.

6. Special terms & conditions of Tender & contract

6.1 Delivery schedule

Work order will be placed through registered post/e-mail/any communication medium by the Council. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of Work. Bidder will supply and install all the items with deployment of resources for lab operations within 120 days from date of Work Order. The delivery period may be extended with or without LD charges.

6.2 Payment Terms and Schedule

- (i) Payment shall be made by RTGS/Account payee bank demand draft/banker's cheque, as the case may be. Expenses on this account, if any, shall be borne by the firm.
- (ii) No advance payments towards cost will be made to the successful bidder.
- (iii) All bills/invoices should be raised in triplicate.
- (iv) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform State Project Director RCScE, Jaipur, immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- (v) In case of any enhancement/ decrease in GST, if applicable, due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional taxes so levied will be allowed to be charged extra as a separate item.
- (vi) Terms of Payment: -

Sr. No.	Payment schedule	Condition/Event
1	Non-recurring payment of ICT Lab establishment	<p>80% payment will be released on the successful delivery, installation, commissioning and training as per scope of work, 10% will be released on the deployment of lab operation resources. Rest 10% payment will be released after successful completion of one year with reports of HOI duly countersigned by DPC, SMSA on submitting Security BG of equal amount for entire 5 years project period.</p> <p>Payment will be release with reports of HOI duly countersigned by DPC, SMSA.</p> <p>All the payments will be made on submission of supply and installation reports with bills in proper form by the bidder to the State Head office with signed by HOI and duly verification and recommendation by DPC, SMSA. Part payment can also be made.</p>
2	Recurring payment for commissioning of project	<p>The payment for imparting this scheme will be made in Twenty Equal Quarterly instalments by concerning DPC, SMSA on submission of bills in proper form along with performance report of lab operation from schools and proper verification by the Bidder in accordance with the directions mentioned in the tender document. Part payment can also be made.</p>
3	<p>However, State Project Director RCScE, Jaipur may take decision in this regard and whose decision shall be final and binding.</p> <p>Note:</p> <ol style="list-style-type: none"> (i) District wise or part payment can also be made. (ii) Support for five year: Performance security deposit (5%) shall be released after successful completion of project period on production of Performance report of support for project period along with handover report (in the format prescribed by RCScE) duly signed by the HOI and countersigned by district level officer of ADPC, SMSA of concerned district. (iii) Remittance charge on payment made shall be borne by the bidder. 	

(iv) The bidder is advised to quote rates in absolute Indian Rupees inclusive of all taxes & government levies (incl GST)

- a) In case, if the site is not made available for installation of supplied items during the period of delivery and installation as given in the bidding document, then the bidder would request procuring entity in writing accompanied by "Site Not Ready" certificate duly sealed & signed from the Head of Institution/ Location for extension of installation period without liquidated damages(LD). If the site is not made ready by the school even after one month of scheduled date/ actual date of delivery whichever is later, then proportionate payment due shall be made to the successful bidder. The payment will be made after the submission of invoice (in triplicate and duly entered in the stock register, remaining payment will be released after successful installation & commission as per the bidding document.
- b) The supplier's/ selected bidder's request for payment shall be made to the procuring entity 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 fulfillment of all the obligations stipulated in the Contract.
- c) Due Payments shall be made promptly by the procuring entity, generally within forty five (45) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the procuring entity has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) 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.
- h) Advance Payments will not be made.
- i) Any penalties accumulated due to non-compliance of service level requirements shall be deducted from the Bank Guarantee provided by the supplier as well as from any payments due to the supplier for respective/ prospective quarters.
- j) Taxes (work contract tax, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

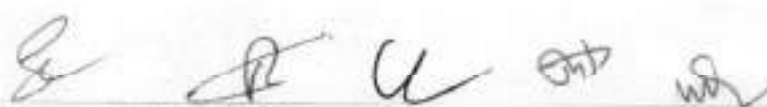
6.3 Service Level Agreement (SLA) with penalties

- a) SLA defines the terms of the bidder's responsibility in ensuring the performance of the Project based on the Performance Indicators as detailed in this bid document.
- b) In case of failure to mitigate the material breach within the stipulated period, RCScE may terminate the agreement. The table below summarizes the performance indicators for the services to be offered by the bidder:

S. No.	SLA parameter	Stipulated period of mitigation	Material/ SLA breach	Penalty/ Lab
1)	Penalty for delay in execution of scheme	If the installation and commissioning and training of the system is not completed in full within the stipulated period as prescribed in the implementation schedule the "Liquidated Damages" clause shall be applicable on the value for hardware & other equipment's per school for only the un-commissioned number of schools.		
2)	Penalty for non implementation of scheme	If the installation and commissioning is not completed even after maximum installation and commissioning period or after any extension provided thereof the Contract may be terminated in part or whole at the discretion of Procuring Entity and at the risk and cost of the Bidder. The Performance Security will be forfeited in part or whole as the case may be. The procuring entity will be authorized to engage the services of any other suitable vendor at the risk and cost of the Bidder.		

3)	Penalty for absence of technical resources (lab Operation resources)	Within 3 working days from the official issue raised on MIS dashboard/ E-mail or any other writing method	>3 days	@ Rs. 300/- per day from 4 th day to 30 th day
4)	Penalty for non-functioning of Computing Device	Within 3 working days from the official issue raised on MIS dashboard/ E-mail or any other writing method. The Bidder shall provide temporary replacement of device(s) in which the issue has been reported.	>3 days	@ Rs. 200/- per day from 4 th day to 10 th day @ Rs. 300/- per day from 11 th day

- It's the Officer-in-charge/ Head of Institutions responsibility to ensure the execution of all SLA parameters and to ensure functionality in all aspects after stipulated period of Mitigation for issue at the cost of bidder. If any amount deducted from SI claim bill under SLA parameter, same should be transferred to school before coming quarter payment claim settlement.
- Notwithstanding any of the penalty clauses above and those listed elsewhere in the SLA, GoR/ Department shall be free to hold back or deduct entirely the costs and/ or invoke termination if after due intimations and/ or warning, improvements in service are not made to the satisfaction of GoR/ Department.
- Fraction of a day in reckoning period in supplies, successful installation and completion of work shall be eliminated if it is less than half a day. In case of calculation for month wise penalties the month will be of 30 days and if duration is less than a month then penalty will be levied on pro-rata basis.



7. BOM/ BOQ: TECHNICAL SPECIFICATIONS**Bill of Material**

S.N o.	No. of Schools/ Unit cost/ Item	54 Schools	1220 Schools	1559 Schools	380 Schools	Total 3213 Labs
		7 LacsQty/ Lab	6.4 LacsQty/ Lab	4.5 LacsQty/ Lab	2.5 LacsQty/ Lab	
1	Desktop (core i5)	1	1	1	1	
2	Thin client	13	11	5	4	
3	Printer	1	1	1	1	
4	UPS 1 KVA	1	1	1	1	
5	IFPD 65"	1	1	1	-	
6	Web camera	1	1	1	1	
7	Headphone	28	24	12	10	
8	DTH connection (Three Years Subscription)	1	1	1	-	
9	Electric items (1 Unit = 2 Fan+2 Tube light+ 1 Wall clock)	1 Unit	1 Unit	1 Unit	1 Unit	
10	Earthing, electrification, networking	1	1	1	1	
11	Furniture (1 Unit = 1 table top + 2 chairs)	14 Unit	12 Unit	6 Unit	5 Unit	
12	Project Manager	1				
13	Teacher training	As per scope of work				
	Estimated cost in Lacs(Non Recurring)	378.00	7808.00	7015.50	950.00	16151.50
Recurring (for project period) (1653 X 5 X 2.4 Lacs)						
1.	Lab Operation resources	1653	3213 ICT Labs (5 years)	2 ICT labs will be maintained by 1 Lab Operation resources 3 days in each school per week		19836.00
2. Electricity charges and internet facility (as per scope of work)						
	Grant Total (In Lacs) (Non Recurring + Recurring)					35987.50
• MAF required for above Serial Number 1 to 7 items.						

Minimum technical specifications: -**(As per DOIT&C, GOR Circular Dated 27.11.2024)****1. Desktop****(a) Intel i5**

Parameters	Minimum technical specification
Processor	Intel i5, 6 core or higher, with minimum 2.5 GHz or higher (base frequency), 18 MB cache or higher with 13 th or higher generation and to be certified by OEM
Chipset	Compatible chipset
Operating system	Latest Linux Version.
Memory (RAM)	16 GB DDR4 3200 MHz or higher with 64 GB expandability
Storage	1 TB SSD
Graphics	Integrated HD graphic card or higher
Ports	Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI, display port, audio jack for headphone & microphone
Display	Minimum 19.5 inch or higher, Resolution 1600x900 or higher display
Antivirus	Latest antivirus & internet security, with minimum 3 years subscription
Certification	BIS (for monitor only)
Compliance	RoHS
Keyboard & mouse	USB keyboard & USB two button optical mouse with mouse pad (same make as desktop)
Network interface	Integrated 10/100/1000 GB ethernet, Integrated 802.11ac Wi-fi and Bluetooth 4.0 or higher
Form factor	SFF/MT
Accessories	All necessary cables
Security	2.0 trusted platform module (TPM) hardware/ firmware
Expansion slots	Minimum two PCIe slots
Warranty	3 years comprehensive on-site OEM warranty

OR**(b) Ryzen 5**

Parameter	Minimum Technical Specification
Processor	Ryzen 5, 6 Core or higher, with minimum 3.9 GHz or higher (Base Frequency), 18 MB Cache or higher with 5000 Series or higher and to be Certified by OEM
Chipset	AMD
Operating System	Latest Linux Version
Memory (RAM)	16 GB DDR4 3200MHz or higher with 64 GB Expandability.
Storage	1 TB SSD
Graphics	Integrated HD Graphic card or higher
Ports	Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI, Display port, Audio jack for headphone & microphone
Display	Minimum 19.5 inch or higher, Resolution 1600x900 or higher Display
Antivirus	Latest Antivirus & Internet Security, with minimum 3 years subscription
Certification	BIS (for Monitor only)
Compliance	RoHS

Keyboard & Mouse	USB Keyboard & USB two button optical Mouse with Mouse Pad (Same make as Desktop)
Network Interface	Integrated 10/100/1000 GB Ethernet, Integrated 802.11ac Wi-Fi and Bluetooth 4.0 or higher
Form Factor	SFF/MT
Accessories	All necessary cables
Security	2.0 Trusted Platform Module (TPM) (Hardware/Firmware)
Expansion slots	Minimum two PCIe slots
Warranty	3 Years comprehensive on site OEM warranty

2. Thin client

Parameters	Minimum technical specification
Processor	Intel/ AMD Dual core or higher processor, minimum 2.0 GHz with 4 MB or higher cache
Motherboard	Compatible chipset
Graphic	HD graphic
Memory (RAM)	4 GB DDR4 RAM or higher , 2400 MHz or higher upgradable 16 GB
Storage	256 GB SSD or higher
Display	21.5 inch (or higher) HD color monitor with 1920*1080 or higher resolution
Keyboard-mouse	USB keyboard (104 Keys) & optical scroll mouse with mouse pad
Accessories	All necessary cables (power and data cables), Vesa kit for wall mounting.
I/O ports	Minimum 4 USB (min 2x3.0) ports, HDMI, universal audio port/mic in-Speaker out port with extension to support two headphone
Network and connectivity	1 G LAN Ethernet, Integrated 5 G Dual band Wi-Fi
Features	Capable to work on RDP protocol as independent system
Operating system	Preloaded latest Linux version with connection broker Citrix or VMware
Preloaded software	(1) Open office latest version (2) Adobe acrobat reader
Certification	BIS
Compliance	ROHS
Warranty	3 years comprehensive on-site warranty

3. Printer

(a) InkTank - 20 PPM

Parameters	Minimum technical specification
Functions	Print, scan, copy
Printing technology	InkTank
Print speed (minimum)	20 PPM (mono) or higher
Paper size	A4 or above
Print resolution	600x600 dpi or higher
Duplex	Manual
Memory	64MB or higher
Display	Yes
Connectivity	USB/Ethernet, wi-fi
Duty cycle (monthly)	5000 pages or higher
Copy speed	10 PPM or higher
Copy resolution	600 x600 dpi or higher
Scan file format	PDF, JPEG etc.
Scan resolution	600 x600 dpi or higher
Scan type	Flatbed
Input paper tray capacity	150 pages or higher
Compatible OS	Windows and Linux

Cables/ accessories	All the required cables, accessories
Software media	Driver & utility software
Certification	BIS
Compliance	RoHS
Warranty	3 years comprehensive on-site OEM warranty

Or

(b) Laser- 20 PPM

Parameter	Minimum technical specification
Functions	Print, scan, copy
Printing technology	Laser
Print speed (Minimum)	20 PPM (mono) or higher
Paper size	A4 or above
Print resolution	600 x 600 dpi or higher
Duplex	Manual
Memory	64 MB or higher
Display	Yes
Connectivity	USB/Ethernet, Wi-Fi
Duty cycle (monthly)	5000 pages or higher
Copy speed	10 PPM or higher
Copy resolution	600 x 600 dpi or higher
Scan file format	PDF, JPEG etc.
Scan resolution	600 x 600 dpi or higher
Scan type	FLATBED
Input paper tray capacity	150 pages or higher
Compatible OS	Windows and Linux
Cables/ Accessories	All the required cables, accessories
Software media	Driver & utility software
Certifications	BIS
Compliance	RoHS
Warranty	3 Years comprehensive on-site OEM warranty

4. UPS 1 KVA

Parameters	Minimum technical specification
UPS Capacity	1KVA
Mode	Line interactive
Protection	Full Protection
Voltage	230V /50Hz
Range	170V – 270V
Power factor	0.6 or higher
Back up time	168 VAH for 20 minutes back upon 1 PC (Inbuilt batteries)
Indicator	Mains On/ On Battery / Low Battery / Fault/ Overload
Plug and cable	As per standard
Battery type	Sealed lead acid valve regulated
Alarm	ON battery/ Fault overload, low battery
Certification	BIS, ISO 9001
Compliance	ROHS (only UPS)
Test report	OEM should submit test report for the quoted model issued by State/ Central laboratory/ NABL accredited labs (not old from last 5 years)
Warranty	3 years comprehensive on-site OEM warranty

5. Interactive flat panel display 65"

Parameters	Minimum technical specification
Size (diagonal)	65" or higher
Panel technology	IPS/ VA
Resolution (minimum)	4K (3840 x 2160)
Brightness	400 nits or better
Contrast ration (typical)	1100:01 or better
Viewing angle (H X V)	178 * 178
Response time	8ms or less
RAM	4GB or higher
On-Board Memory	32GB or higher
Input (minimum)	3 x HDMI, 4 x USB (Out of which min 2xUSB3.0), 1 x Audio, 1 x OPS Slot, 1 x USB type- C port
Output (minimum)	1 x HDMI, 1 x Audio
Panel life (minimum)	30000 hours or higher
Wi-Fi supports	Wi-Fi (802.11 a/b/g/n/ac) support
External control	RS232C (1), RJ45 (1)
Speaker	Built-in speaker (15W + 15W) or higher
Platform	Android 11.0 or higher
Detection method	IR/ IPV
Pen (stylus)	2 nos. with dual pen support and magnetic Fixtures
Operating system support	Windows/ Linux/ Android
Multi Touch point	Minimum 20 points with +/- 2.0mm or better
Surface hardness	Minimum 4 MM toughened glass with level 7 MOHS standard or higher surface hardness (configuration)
Features	Smart writing of different colors & annotation
Panel features	Interactive flat panel with Light sensor, connectivity via wireless screen cast, wireless screen sharing from mobile, tablet, Laptop/ PC
Certification	BIS
Compliance	ROHS
User convenience features	Multi-Screen with PBP/PIP, min 2 split view, etc
Accessories	Power cable (IS), HDMI cable, user manual, wall mount kit with 8 no. fasteners
Warranty	3 years comprehensive on-site OEM warranty

6. Web camera

Parameters	Minimum technical specification
Device type	Plug & play web camera
Connectivity technology	Wired
Resolution	Minimum 2 MP and shall support upto 1080P video capture at minimum 30 fps
Image sensor	CMOS
Features	Clear and richer picture with 5G/≥55 degree wide angle Lens, brightness controller, digital zoom
OS support	Windows, Mac and Linux
Video input	Color

Audio	Built-in mics with auto noise reduction
Interfaces	USB 2.0 and above connector
Cable details	USB cable min 1 meter
Certification	RoHS compliance, BIS
Warranty	3 years comprehensive on-site warranty

7. Head Phone

Parameters	Minimum technical specification
Type	Over the Head, Plug & Play
Noise Cancelling Microphone	Yes
Connection Type	Single/Double 3.5mm Jack
Impedance	32 Ohms
Frequency Response	Headphone 20Hz-20K HZ, Microphone 100HZ-16 KHZ
Sensitivity Headphone	100 DB+/-3DB
Certification	BIS
Compliance	ROHS
Warranty	3 years comprehensive on-site OEM warranty

8. DTH connection

Minimum technical specification
<ul style="list-style-type: none"> • HD set-top box with in-built Digi-card • FTA (free to air) channel with three-year subscription:- • Should be able to pause, play the services & carry forward balance during low occupancy period • Should have B2B portal access of set-top box connection • Should provide all PM eVidya DTH channels. • Dish antenna • Universal remote shall be paired with any TV brand • RG11/ RG6 cables and any other accessories as per site requirement

9. Earthing, Electrification, Networking.

Minimum technical specification
Basic Earthing, electrification (All required items - ISI mark, PVC pipe in wall with complete fitting in 2.5 mm wire) and networking work (CAT 6 cable in conduit) should be done to setup and run the ICT Lab including all hardware/ consumables items, properly and safely. Standard norms of ICT Lab setup to be accomplished.

10. Furniture

Minimum technical specification
Top size (L) 4 Ft x (W) 18 inch, made of 18 mm thick pre-laminated particle board ISI marked. The top shall be firmly screwed on powder coated L shape, angle as mentioned in the image below, with standard height to hold computer items, two chairs (Plastic molded one piece heavy duty chair with solid back without arms rest.) easily accommodate under it

Pictorial view



11. Electric items

Minimum technical specification
Good quality ISI/ ISO marked electric equipment's as following: -
<ul style="list-style-type: none"> • LED tube light – 2 unit • Wall/ Ceiling fan – 2 unit • Wall clock – 1 unit

Recurring (For project period as mentioned): -

12. Project Manager

Education qualification	Roles & responsibilities
Master degree in Business Administration from a recognized University	<ul style="list-style-type: none"> • Based-out at RCScE Jaipur HQ • Project management • Reports submission

13. Lab operation resources

Education qualification	Roles & responsibilities
BE/B.Tech/MSC in computers/Electronic/IT or BCA from any recognized institution or Graduate in any discipline and Diploma in computer (1 year or above) from recognized University/ Institute	<ul style="list-style-type: none"> • To coordinate maintain work • Maintenance of ICT lab • Hands-on training of all teachers • Impart computer education to the students every day

14. Electricity and internet facility (as per scope of work)**Additional Terms and Conditions for following IT equipments:-**

Sr. No.	Item Name	Parameters	Additional Terms and Conditions
1	Desktop (Option1 and 2)	IDC Ranking	Top 5 IDC ranking in any year in last 3 years
		Pre-loaded applications	(1) Media player (2) Hindi fonts (4) Adobe acrobat reader
		Pre-loaded content	Department will provide e-content of about 100 GB and same should be preloaded into the desktop
2	Thin client	IDC Ranking	Top 5 IDC ranking in any year in last 3 years
		Pre-loaded applications	(1) Media player (2) Hindi fonts
3	Logo on all hardware equipments		No stickers are allowed. Embossed/Printed logo is allowed.

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8.1 ANNEXURE-1: PRE-BID QUERIES FORMAT

(to be filled by the bidder)

Name of the Company/Firm: _____

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

8.2 ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by 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: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Verified Signature: _____



8.3 ANNEXURE-3: SELF-DECLARATION

(to be filled by the bidder)

Declaration by the bidder in relation to my/our Bid submitted to _____ for procurement of _____ in response to their notice inviting bids no. _____ dated _____, I/ we hereby declare under Section 7 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

- a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) I/we 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) I/we are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our 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;
- e) I/we do not have a conflict of interest as mentioned in the Act, Rules and the bidding document, which materially affects the fair competition.

Date: _____

Place: _____

Signature of the Bidder: -

Name: _____

Designation: _____

Address: _____